

Master Services Agreement for Services of Independent Contractor  
by and between the County of Santa Barbara and TEKsystems Global Services, LLC

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**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY" or "Client") and TEKsystems Global Services, LLC ("CONTRACTOR" or "TEKsystems" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), whose principal place of business is located at 7437 Race Road, Hanover, MD 21076.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

**1. DESIGNATED REPRESENTATIVE**

Austin Venezia, whose phone number is 805-568-2690, and whose email address is [auvenezia@countyofsb.org](mailto:auvenezia@countyofsb.org), is the representative of COUNTY ("COUNTY Representative") and will administer this Agreement for and on behalf of COUNTY (provided, however, that such COUNTY representative shall not have the authority to approve or execute additional Statements of Work or any Change Orders or other amendment to this Agreement, which may only be authorized by the COUNTY Purchasing Agent or the COUNTY Board of Supervisors in accordance with Sections 3 and 25, below). Brent Frieze whose phone number is 410-694-5454, and whose email address is [contracts@teksystems.com](mailto:contracts@teksystems.com), is the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

**2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each, a "Notice") shall be in writing and addressed to the receiving Party at the address for such Party set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Austin Venezia  
General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

To CONTRACTOR: General Counsel  
TEKsystems Global Services, LLC  
7437 Race Road  
Hanover, MD 21076

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If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by Applicable Law.

**3. SCOPE OF SERVICES**

CONTRACTOR shall provide to COUNTY the services (the "Services") set forth in the initial Statement of Work attached hereto as Exhibit A-2 and incorporated herein by reference ("Initial SOW") and in any additional statements of work, provided that an additional statement of work may only be incorporated into this Agreement substantially in the same form as one of the Forms of Statement of Work attached hereto as Exhibits A-1, and A-3 and signed by the COUNTY Chief Procurement Officer ("Purchasing Agent") and CONTRACTOR's duly authorized designated representative during the Term (each of the Initial SOW and each such additional statement of work, if any, a "Statement of Work" or "SOW"). All modifications, changes, or additions to any existing SOW shall require a Change Order. "Change Order" shall mean a written document, executed by both Parties, that contains the phrase 'Change Order' in its title. Either Party may initiate the process for a Change Order by submitting a written request to the other Party along with an explanation of reasons as to why such Change Order is desirable or necessary. No Change Order shall be effective unless executed by a duly authorized representative of CONTRACTOR and the COUNTY Purchasing Agent.

**4. TERM**

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference, in an aggregate amount not to exceed \$800,000 ("Maximum Contract Amount"). Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

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**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by any Applicable Laws or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with, and shall at all times during the Term comply with, all applicable laws, regulations, and ordinances (collectively, "Applicable Laws").

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by any Applicable Laws. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

**11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement

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is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement. CONTRACTOR shall have no liability to indemnify, defend and hold harmless COUNTY to the extent that: (i) the alleged infringement is based on infringing information or instructions furnished by the COUNTY; (i) the alleged infringement is the result of a modification or combination made by COUNTY; or (ii) COUNTY uses the intellectual property other than in accordance with this Agreement, any Statement of Work or Change Order, or the underlying software license relating to such intellectual property, provided that a true and correct copy of each such underlying software license obtained by CONTRACTOR is provided by CONTRACTOR to COUNTY.

CONTRACTOR and its affiliates, licensors, personnel, employees, agents, and representatives ("CONTRACTOR Group") shall retain all right, title and interest in all Services, software, technology, and materials (including all patents, trademarks, copyrights, trade secrets, and other property and intellectual property rights therein) that: (i) were conceived, owned, or created by CONTRACTOR Group prior to the Effective Date or the execution date of any applicable Work Order or (i) are independently conceived or created or otherwise independently obtained by such CONTRACTOR Group on or after the effective date{the foregoing, collectively, hereinafter referred to as "Background Technology"); provided, however, that COUNTY shall have a non-exclusive, non-sublicensable, non-assignable, royalty-free perpetual license to use Background Technology for COUNTY'S internal use only ("License"). For the sake of clarity, the term "Background Technology" shall include all modifications, enhancements, and improvements to anything encompassed by the immediately preceding sentence. The License cannot be assigned to another party without the prior written consent of CONTRACTOR. For the sake of clarity, internal use means that the Background Technology shall only be used by COUNTY'S internal end-users and shall not be commercialized for or marketed to third parties.

**12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

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All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

**14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this

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Agreement, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for immediate termination of this Agreement by COUNTY. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** Either Party may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

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**20. SECTION HEADINGS**

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

No modifications or changes to this Agreement (including, but not limited to, modifications or changes to any SOWs) shall be effective unless pursuant to written Change Order(s) duly executed by each of CONTRACTOR and the Purchasing Agent (each, a "Change Order"), or pursuant to an amendment to this Agreement executed by each of CONTRACTOR and the Chair of the COUNTY Board of Supervisors. This Agreement, including all Exhibits attached hereto and all SOWs and Change Orders duly executed by the Parties hereunder, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding with respect to the subject matter hereof except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties in accordance with this Section 25, and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all Applicable Laws now in effect or which

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may hereafter be in effect. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such Applicable Laws, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed electronically and in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**30. AUTHORITY**

Each signatory and Party to this Agreement warrants and represents that such Party has the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities represented or purported to be represented by such signatory, and that all formal requirements necessary or required in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in Sections 1 through 34 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibit C, which Exhibit C shall control and prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the Numbered Sections and Exhibits B and C, hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control and prevail. In the event of a conflict between the terms of a SOW and a subsequent Change Order specifically applicable to such SOW, the terms of such Change Order shall control over such SOW; provided, however, that no Change Order may modify, change, or amend any of the Numbered Sections, any other Exhibit to this Agreement, or the SOW Maximum Aggregate Amount for such SOW as specified in such SOW.

**33. LIMITATION OF LIABILITY**

CONTRACTOR (including its affiliates, agents, and representatives) maximum aggregate liability arising out of or related to this Agreement or the Services for any claim, whether in tort, contract, or otherwise, shall be limited to the lesser of (i) 12 times the average monthly fee paid by COUNTY to CONTRACTOR during the year immediately preceding the claim or (ii) to the amount of fees actually paid by COUNTY to CONTRACTOR for the goods or Services



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which are the subject matter of the claim. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (INCLUDING SUCH OTHER PARTYS AFFILIATES, AGENTS, AND REPRESENTATIVES) FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR LOST PROFITS, OR FOR ANY CLAIM OR DEMAND MADE BY ANY THIRD PARTY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CONTRACTOR (INCLUDING ITS AFFILIATES, AGENTS, AND REPRESENTATIVES) WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY COUNTY'S FAILURE TO PERFORM ITS RESPONSIBILITIES ASSOCIATED WITH THIS AGREEMENT. THE PARTIES HERETO AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN. THE FOREGOING LIMITATION UPON THE TYPES OF DAMAGES AND AMOUNTS OF LIABILITY SHALL NOT APPLY TO CONTRACTOR'S INDEMNITY OR ANY INDEMNITY OBLIGATIONS STATED IN THIS AGREEMENT. NOTWITHSTANDING THE PRECEDING SENTENCE, CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF CONTRACTOR'S INDEMNIFICATION OBLIGATIONS STATED IN THE AGREEMENT SHALL NOT EXCEED THREE MILLION DOLLARS (\$3,000,000.00).

**34. NON-SOLICITATION**

COUNTY and CONTRACTOR each agree not to solicit for employment or services during the term of this Agreement and for twelve (12) months thereafter any employee or staff member of the other party hereto without the prior written consent of such other party; provided, however, that nothing in this Section 34 shall be construed to in any way prevent or preclude any person, regardless of whether such person is employed by a party hereto, from applying for and accepting employment with either party hereto in response to a job opening notice published or made public by either party hereto, and neither party hereto shall have any liability to the other party hereto with respect to such job opening notice or employment.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

By: \_\_\_\_\_

Deputy County Counsel

Signed by:  
*Lauren Wideman*  
8F464D822C84458...

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

By: \_\_\_\_\_

Deputy

Signed by:  
*C. Schaffer*  
A09ED6BD71D04FB...

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

By: \_\_\_\_\_

Risk Manager

DocuSigned by:  
*Gregory Milligan*  
05F555F00269460...

**BOARD AUTHORIZATION EXECUTION:**

**Date: 02/11/2025**

**Minute Order Number:**

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: \_\_\_\_\_

Chief Procurement Officer

CONTRACTOR:

TEKsystems Global Services, LLC

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By:  \_\_\_\_\_  
Authorized Representative

Name:                     Brent Frieze

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**EXHIBIT A-1**

**FORM OF GENERAL STATEMENT OF WORK**

**Flexible Capacity Program**

This Form of SOW is attached as Exhibit A-1 to, and is incorporated into, and incorporates by reference, all the terms and conditions of the Master Service Agreement between the Parties (the "Agreement"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement, above.

**1. Scope of Services**

CONTRACTOR will provide a team of technical personnel as described herein (each a "Resource"). Each Resource will possess the qualifications set forth in this SOW, as required to perform technical activities as directed by COUNTY.

Client will assign the day-to-day tasks and activities upon which the Resources will work. Client will ultimately manage the overall engagement including timelines, project schedules, deliverables, implementation dates and rollout.

In addition to the core team of Resources described in this SOW, TEKsystems will provide delivery and Resource management to complete the operational activities and deliverables listed in the Description of Work section below.

**Description of Work**

TEKsystems delivery management will perform the following activities:

- **Planning:** Participate in Resource planning sessions with Client within the demand planning process (for forecasting of capacity to staff projects).
- **Resource Selection Management:** Performing initial screening and assessment of each Resource candidate.
- **On-Boarding:** Develop onboarding procedures encompassing Client and TEKsystems policies to ensure proper Resource on-boarding.
- **Off-Boarding and Backfill Management:** Develop checklist and procedures encompassing Client and TEKsystems policies to ensure proper Resource off-boarding, and coordination of Resource replacement and backfill when required.
- **HR and Resource Performance Management:** Resource hiring, Resource benefits, Resource administration, and Resource personnel issue resolution.
- **Resource Retention and Monitoring:** Coordinate regular meetings with Resources to ensure issues are resolved proactively.
- **Change Management Coordination:** Coordinate the overall Change Management process that is described below.
- **Financial and Resource-Based Reporting:** Track financial and operational based metrics and provided reports as described below.

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### Deliverables and Acceptance

TEKsystems deliverables under this SOW are limited to:

- Provision of the qualified Resources as described in the TEKsystems Team section below; and
- Financial and Resource-Based Reporting, including:
  - > *Project financial report: Budget burn-down report*
  - > *Consolidated invoicing report*
  - > *Resource hours report*
  - > *Resource fulfillment and attrition report.*

Deliverables are considered accepted ten (10) days after submission to Client, unless written notification of non-conformance was received from Client within the ten (10) day period.

Should Client have performance issues with any Resource of the provisioned team, TEKsystems shall work with Client and such Resource to implement a remediation plan. If the remediation is not successful to the satisfaction of Client within 30 days of the Client’s initial notification to CONTRACTOR of such Resource performance issues, TEKsystems shall immediately replace such Resource upon COUNTY’s request.

### Schedule

This SOW is effective as of the first date duly executed by both Parties and is valid until x/xx/2025; provided, however, that in no event shall the term of this SOW extend beyond the Term of the Agreement.

### TEKsystems Team

The core team for this engagement will be the Resources listed in the table below.

TABLE 1: CORE TEAM

Role	QTY	Location	Qualifications
[ ]	[ ]	Remote	•

## 2. Service Fees

Compensation payable to CONTRACTOR by COUNTY for Services under this Exhibit A-[ ] shall be in accordance with the Fee Schedule set forth in Table 2, below, and payable in accordance with Exhibit B. If Client chooses to terminate

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the Agreement or this SOW, Client agrees to pay TEKsystems for actual hours expended and any actual travel and living expenses incurred by TEKsystems in accordance with the provisions of the Agreement prior to the termination, to the extent expressly approved by the COUNTY in writing prior to the date of such termination.

**TABLE 2: FEE SCHEDULE**

Resource	Expected Start Date	Hourly Rates (per Resource)	OT Eligible Y/N	Estimated Monthly Hours	Estimated Total Hours	Monthly Subtotal
Delivery Management	N/A	No Charge		N/A	N/A	N/A
[_____]	[_____]	\$[_____]		[_____]	[_____]	\$[_____]
<b>ESTIMATED MONTHLY TOTAL</b>						<b>\$[_____]</b>

**Each hourly rate for each Resource set forth in Table 2, above, and for each SOW under the Agreement shall consist of a specified hourly rate for such Resource, which shall fall at or between the "HOURLY BILL RATE LOW" and "HOURLY BILL RATE HIGH" listed for the Resource skills set forth in the table below, and shall be negotiated and agreed upon by COUNTY and CONTRACTOR for each Resource specified in each SOW prior to such Resource providing Services under this SOW based upon such Resource's specific skillset with varying technology requirements, certifications, tools, experience levels, contract duration, working hours, on/offsite/hybrid working arrangements, specified Services and project deliverables.**

SKILL	HOURLY BILL RATE LOW	HOURLY BILL RATE HIGH
Communications Technician	\$ 35.00	\$ 85.00
Support Technician	\$ 30.00	\$ 75.00
Developer	\$ 55.00	\$ 150.00
Architect	\$ 75.00	\$ 250.00
Analyst	\$ 45.00	\$ 120.00
Quality Assurance	\$ 40.00	\$ 120.00
Functional Consultant	\$ 50.00	\$ 150.00
Network Consultant	\$ 65.00	\$ 150.00
Engineer	\$ 65.00	\$ 175.00
Risk and Security	\$ 50.00	\$ 200.00
Technical Consultant	\$ 30.00	\$ 350.00
Workday Consultant	\$ 30.00	\$ 158.50

**Pricing**

- Overtime: The hourly rates set forth in the Table 2 Fee Schedule above are based on a 40-hour workweek for Resources. Overtime Services performed hereunder by a Resource that is a non-exempt employee of CONTRACTOR in excess of 40 hours per week ("Overtime") may be billed at an "Overtime rate" of 1.5 times the rates set forth in the Table 2 Fee

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Schedule above for such non-exempt Resource, provided that all such overtime hours must be approved by the COUNTY Representative specified in this SOW in writing in advance in each instance.

2. No travel expenses (transportation, lodging, and/or meals) incurred by CONTRACTOR in the performance of this Agreement will be reimbursable by COUNTY hereunder unless specifically authorized in advance in writing by the COUNTY in each instance.

### **3. Engagement Parameters**

#### **Assumptions and Dependencies**

The following assumptions and dependencies are associated with the planning and execution of this engagement.

1. Client is managing the overall project and the guidance of the Services. TEKsystems will assume functions and tasks within the framework set by Client. TEKsystems does not warrant a specific result or solution as it relates to the Services provided under this SOW, other than as set forth in this Agreement.
2. TEKsystems' team of Resources will perform the Services hereunder during the COUNTY's normal business hours.
3. TEKsystems' team of Resources will work on average 40 hours each week during the term of this SOW. The TEKsystems delivery management will monitor Resource hours worked per week and will coordinate with the COUNTY Representative in advance in writing regarding any and all requests for Services to be performed on an Overtime basis.
4. TEKsystems shall run a background check on each Resource in accordance with Exhibit D prior to authorizing such Resource to perform any Services hereunder.
5. Any changes to the Core Team Resources set forth in Table 1, above, will be implemented via the Change Management Process.
6. This SOW does not include any accelerators, licenses, or any TEKsystems Intellectual Property, except as otherwise set forth in this Agreement.
7. Client will:
  - a. Provide suitable office space, office supplies, furniture, and telephone for the TEKsystems Resources providing Services under this SOW while such individuals are working on Client premises.
  - b. To the extent determined necessary by both Client and CONTRACTOR, Client will provide agreed-upon hardware, software, machine time, related services, and supplies required to support project tasks.
  - c. Provide reasonable assistance related to the foregoing items and to any Resource, who, as a condition to performing the Services hereunder, is required to have security access to a Client location.
8. Security and Access
  - a. TEKsystems and its Resources will not have access to or requisite control over any Client customer data, cardholder data, Personally Identifiable Information ("PII"), Protected Health Information ("PHI"), or other sensitive data. If during performance of this SOW, it is required for CONTRACTOR or any of its Resources to access Client or third-party data, Client may grant such access, and, if granted, CONTRACTOR shall limit its access and Resource access to such information, only the degree of access necessary to fulfil CONTRACTOR's obligations hereunder, and shall implement all appropriate safeguards deemed necessary by Client.
  - b. Client shall provide Resources with a secure VPN/VDI connection to all necessary Client systems and networks.. At no

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time will TEKsystems or any Resource store Client data on TEKsystems or Resource equipment.

- c. Client authorizes Resources to work remotely off-site, away from a TEKsystems location. Resources will work from within the United States. Client is aware that the remote work location is not a TEKsystems Global Services Solution Center and is not a managed site location by TEKsystems Global Services. The foregoing provisions of this Paragraph c shall not relieve TEKsystems of responsibility for management and oversight of Resources under this Agreement.

## **Change Management**

No changes to this SOW shall be effective unless pursuant to a duly authorized and executed Change Order or amendment in accordance with Sections 3 and 25 and 32 of the Agreement.

### **Change Order Requests**

Either Party may request a Change Order by submitting a written request for a Change Order to the other Party, including an explanation of reasons as to why such Change Order is desirable or necessary.

### **Change Order Contents**

Each Change Order must contain all of the following:

1. A detailed description of any additional Services to be performed and/or changes to the performance required of either Party under the SOW;
2. a statement of the impact of the change(s) thereunder on any schedule set forth in any previously executed SOW or Change Order; and
3. a detailed description of any changes in the scope of Services and/or pricing that will be modified as a result of such Change Order; provided, however, that no changes to the Fee Schedule or Maximum Contract Amount shall be effective unless in writing signed by both CONTRACTOR and the Chair of the COUNTY Board of Supervisors.

## **4. Statement of Work Acceptance**

IN WITNESS WHEREOF the parties hereto have executed this **Statement of Work** by their duly authorized representatives and have caused this SOW to become effective as of the first date duly executed by all of the Parties.

The signature below indicates acceptance and provides authorization for TEKsystems to proceed with the Services as outlined in this Statement of Work, to the extent executed in accordance with Sections 3, 25, and 32 of the Agreement.

Each of the signatories certifies that such signatory has the authority to accept this Statement of Work on behalf of the party represented by such signatory, and to bind such party to its Terms and Conditions.

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Accepted by:  
County of Santa Barbara

Phung Loman

Printed Name

Chief Procurement Officer

Printed Title

Signature

Date

Accepted by:  
TEKsystems Global Services, LLC

Printed Name

Printed Title

Signature

Date



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by and between the County of Santa Barbara and TEKsystems Global Services, LLC

**EXHIBIT A-2**

**GENERAL STATEMENT OF WORK**

**Flexible Capacity Program**

This SOW is incorporated into, and attached as Exhibit A-2 to, and incorporates, by reference, all the terms and conditions of the Master Service Agreement between the Parties (the "Agreement") effective as of the Effective Date. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

**1. Scope of Services**

CONTRACTOR will provide a team of technical personnel as described in this Exhibit A-2 SOW (each a "Resource"). Resources will possess the qualifications outlined in this SOW, as required to perform technical activities as directed by COUNTY.

Client will assign the day-to-day tasks and activities upon which the Resources will work. Client will ultimately manage the overall engagement including timelines, project schedules, deliverables, implementation dates and rollout.

In addition to the Resources described below, TEKsystems will provide delivery and Resource management to complete the operational activities and deliverables listed in the Description of Work section below.

**Description of Work**

TEKsystems delivery management will perform the following activities:

- Planning: Participate in Resource planning sessions with Client within the demand planning process (for forecasting of capacity to staff projects).
- Resource Selection Management: Performing initial screening and assessment of each Resource candidate.
- On-Boarding: Develop onboarding procedures encompassing Client and TEKsystems policies to ensure proper Resource on-boarding.
- Off-Boarding and Backfill Management: Develop checklist and procedures encompassing Client and TEKsystems policies to ensure proper Resource off-boarding, and coordination of Resource replacement and backfill when required.
- HR and Resource Performance Management: Resource onboarding, Resource benefits, Resources administration, and Resource personnel issue resolution.
- Resource Retention and Monitoring: Coordinate regular meetings with Resources to ensure issues are resolved proactively.

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- Change Management Coordination: Coordinate the overall Change Management process that is described below.
- Financial and Resource-Based Reporting: Track financial and operational based metrics and provided reports as described below.

**Deliverables and Acceptance**

TEKsystems deliverables under this SOW are limited to:

- Provision of the qualified Resources as described in the TEKsystems Team section below; and
- Financial and Resource-Based Reporting, including:
  - > *Project financial report: Budget burn-down report*
  - > *Consolidated invoicing report*
  - > *Resource hours report*
  - > *Resource fulfillment and attrition report.*

Deliverables are considered accepted ten (10) days after submission to Client, unless written notification of non-conformance was received from Client within the ten (10) day period.

Should Client have performance issues with any Resource, TEKsystems shall work with Client and such Resource to implement a remediation plan. If the remediation is not successful to the satisfaction of Client within 30 days of the Client’s initial notification to CONTRACTOR of such Resource performance issues, TEKsystems shall immediately replace such Resource upon COUNTY’s request.

**Schedule**

This SOW is valid until 6/30/2025, which start date shall be mutually agreed on by Client and TEKsystems in writing after execution of this SOW; provided, however, that in no event shall the term of this SOW extend beyond the Term of the Agreement.

**TEKsystems Team**

The core team for this Exhibit A-2 SOW will be the Resources listed in Table 1 below.

**TABLE 1: CORE TEAM RESOURCES**

Role	QTY	Location	Qualifications
IT Engineer	1	Remote	<ul style="list-style-type: none"> <li>• Act as the subject matter expert for IT technologies with specialized expertise in one or more enterprise systems</li> <li>• Research, evaluate, and prototype new methodologies, technologies, and solutions that enable business transformation according to County standards and best practices</li> </ul>

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- Provide expert support and technical assistance in your area of expertise
- Write subject matter documentation and make presentations to an audience with varying degrees of technical knowledge
- Assist with and/or develop cost-benefit studies to determine effectiveness of procuring IT hardware/software and provide recommendations to COUNTY Information Technology management
- Act as a technical liaison with third-party hardware, software and support maintenance vendors
- Collaborate with other IT Professionals as needed to ensure efficient operation of the County's computing environment
- Establish disaster recovery and business continuity procedures
- Consult with project teams and act as a project advisor pertaining to IT architectural standards
- Performs other related projects and duties as assigned by COUNTY
- Providing after-hours and on-call support
- On-premise hyper-converged solutions
- VMware vCenter, VMware vSphere ESXi/ vCenter/vSAN/vDS, VMware Hyperconverged
- Infrastructure
- Dell VxRail and Dell Server Hardware
- Commvault Immutable Backup
- Dell RecoverPoint for VM
- Dell Isilon Network Attached Storage
- Microsoft Active Directory
- Cloud Services
- Microsoft Endpoint Manager Autopilot, configuration profiles, compliance profiles
- Microsoft Windows Defender , Microsoft Entra ID, Microsoft Self-Service Password
- Enterprise Applications
- App Registration
- Microsoft Conditional Access, Multifactor Authentication (MFA), Microsoft WSUS,
- Microsoft 365 (M365)
- Email - DKIM/SPF/DMARC, Proofpoint
- Exchange, SharePoint, Teams, OneDrive, etc.
- Hybrid connector, Azure AD Connect, Microsoft Azure Management and Services,
- Azure Arc
- Subscription management
- Resource group management
- Billing
- Storage
- Evaluate IT workloads for cloud suitability, public or private
- Manage resource demands on the network infrastructure such as bandwidth and storage

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			<ul style="list-style-type: none"> <li>• Develop a roadmap of actions and requirements to achieve a full and/or hybrid cloud model</li> <li>• Work with staff to ensure secure and compliant solutions</li> <li>• Investigate and incorporate cloud provider pricing schemes into the County financial billing model</li> <li>• Hold accountable cloud service providers operating under Service Level Agreements (SLAs)</li> </ul>
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## 2. Service Fees

Compensation payable to CONTRACTOR by COUNTY for Services under this Exhibit A-2 SOW shall be in accordance with the Fee Schedule set forth in Table 2, below, and payable in accordance with Exhibit B; provided, however, that in no event shall the maximum aggregate amount payable by COUNTY under this Exhibit A-2 SOW exceed \$350,000 (“Exhibit A-2 SOW Maximum Aggregate Amount”). If Client chooses to terminate this SOW or the Agreement, Client agrees to pay TEKsystems for actual hours expended and any actual travel and living expenses (incurred by TEKsystems in accordance with the Agreement) prior to the termination, to the extent previously expressly authorized by Client prior to the date Client notifies CONTRACTOR of such termination.

**TABLE 2: FEE SCHEDULE**

Resource	Expected Start Date	Hourly Rates (per resource)	OT Eligible Y/N	Estimated Monthly Hours	Estimated Total Hours	Monthly Subtotal
Delivery Management	N/A	No Charge		N/A	N/A	N/A
Vince Tran	8/19/2024	\$118	Y	160	960	\$18,880
Patrick Tulafono	10/28/2024	\$118	Y	160	960	\$18,880
Steven Eschweiler	10/14/2024	\$112	Y	160	960	\$17,920
<b>ESTIMATED MONTHLY TOTAL</b>						<b>\$55,040</b>

### Pricing

1. Estimated Exhibit A-2 Total: \$334,240.00; provided, however, that in no event shall the maximum aggregate amount payable by COUNTY under this Exhibit A-2 SOW exceed the Exhibit A-2 SOW Maximum Aggregate Amount. TEKsystems will notify Client on an ongoing basis, and upon Client’s request, regarding the aggregate amount then incurred by COUNTY under this Exhibit A-2 SOW.
2. Overtime: The hourly rates set forth in the Table 2 Fee Schedule above are based on a 40-hour workweek for Resources. Overtime Services performed under this Exhibit A-2 SOW by the Resource name in the Table 2 Fee Schedule above in excess of 40 hours per week (“Overtime”) may be billed at an “Overtime rate” of 1.5 times the rates set forth in the Table

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2 Fee Schedule above, provided that all such overtime hours must be approved by the COUNTY Representative noted in this Exhibit A-2 in writing in advance in each instance.

3. No travel expenses (transportation, lodging, and/or meals) incurred by CONTRACTOR in the performance of this Agreement will be reimbursable by COUNTY hereunder unless specifically authorized in advance in writing by the COUNTY Representative for this Exhibit A-2 in each instance.

### 3. Engagement Parameters

#### Assumptions and Dependencies

The following assumptions and dependencies are associated with the planning and execution of this Exhibit A-2 SOW.

1. Client is managing the overall project and the guidance of the Services. TEKsystems will assume functions and tasks within the framework set by Client. TEKsystems does not warrant a specific result or solution as it relates to the Services provided under this SOW, other than as already stated herein.
2. Resources will perform the Services hereunder during the COUNTY's normal business hours.
3. Resources will work on average 40 hours each week during the term of this SOW. The TEKsystems delivery management will monitor Resource hours worked per week and will coordinate with the COUNTY Representative in advance in writing regarding any and all requests for Services to be performed on an Overtime basis.
4. TEKsystems shall run a background check on each Resource in accordance with Exhibit D prior to authorizing such Resource to perform any Services hereunder.
5. Any changes to the Resources set forth in Table 1 of this Exhibit A-2, above, will be implemented via the Change Management Process.
6. This SOW does not include any accelerators, licenses, or any TEKsystems Intellectual Property, except as otherwise set forth herein.
7. Client will:
  - a. Provide suitable office space, office supplies, furniture, and telephone for the Resources providing Services under this SOW while such individuals are working on Client premises.
  - b. To the extent determined necessary by both Client and CONTRACTOR, Client will provide agreed-upon hardware, software, machine time, related services, and supplies required to support project tasks.
  - c. Provide reasonable assistance related to the foregoing items and to any Resource who, as a condition to performing the Services hereunder, is required to have security access to a Client location.
8. Security and Access
  - a. TEKsystems and its Resources will not have access to or requisite control over any Client customer data, cardholder data, Personally Identifiable Information ("PII"), Protected Health Information ("PHI"), or other sensitive data. If during performance of this SOW, it is required for TEKsystems or any Resource to access Client or third-party data, Client may grant such access, and CONTRACTOR shall limit its access and Resource access to such information, only

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the access necessary to fulfill CONTRACTOR's obligations hereunder, and shall implement all appropriate safeguards deemed necessary by Client.

- b. Client shall provide each Resource with a secure VPN/VDI connection to all necessary Client systems and networks. At no time will TEKsystems or any Resource store Client data on TEKsystems or Resource equipment.
- c. Client authorizes Resources to work remotely off-site, away from a TEKsystems location. Resources will work from within the United States. Client is aware that the remote work location is not a TEKsystems Global Services Solution Center and is not a managed site location by TEKsystems Global Services. The foregoing provisions of this Paragraph c shall not relieve TEKsystems of responsibility for management and oversight of Resources under this Agreement.

## **Change Management**

No changes to this SOW, including this Exhibit A-2, shall be effective unless pursuant to a duly authorized and executed Change Order in accordance with Sections 3 and 25 and 32 of the Agreement.

### **Change Order Requests**

Either Party may request a Change Order by submitting a written request for a Change Order to the other Party, including an explanation of reasons as to why such Change Order is desirable or necessary.

### **Change Order Contents**

Each Change Order must contain all of the following:

1. A detailed description of all additional Services to be performed and/or changes to the performance required of either Party under the SOW.
2. a statement of the impact of the change(s) thereunder on any schedule set forth in any previously executed SOW or Change Order; and
3. a detailed description of any changes in the scope of Services and/or pricing that will be modified as a result of such Change Order; provided, however, that no changes to the Fee Schedule or Maximum Contract Amount shall be effective unless in writing signed by both CONTRACTOR and the Chair of the COUNTY Board of Supervisors.

The following COUNTY employee is authorized to administer this Exhibit A-2 SOW in accordance with the other provisions of the Agreement for and on behalf of the following department ("Exhibit A-2 SOW County Representative"):

Information Technology Department

Onelia Rodriguez, Finance Manager, Email: [onrodriguez@countyofsb.org](mailto:onrodriguez@countyofsb.org)

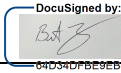
## **4. Statement of Work Acceptance**

IN WITNESS WHEREOF the parties hereto have executed this **Statement of Work** by their duly authorized representatives and have caused this SOW to become effective as of the first date duly executed by all of the Parties.

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The signature below indicates acceptance and provides authorization for TEKsystems to proceed with the services as outlined in the Statement of Work, to the extent executed in accordance with Sections 3, 25, and 32 of the Agreement.

Each of the signatories certifies that such signatory has the authority to accept this Statement of Work on behalf of the party represented by such signatory, and to bind such party to its Terms and Conditions.

Accepted by: County of Santa Barbara Phung Loman	Accepted by: TEKsystems Global Services, LLC Brent Frieze
_____	_____
Printed Name	Printed Name
Chief Procurement Officer	Sr. Manager of Operations
_____	_____
Printed Title	Printed Title
_____	
Signature	Signature
_____	1/30/2025   2:12 PM EST
Date	Date

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## Exhibit A-3

### Form of Services Statement of Work

#### Engagement Name

This SOW is attached as Exhibit A-[ ] to, and incorporates, by reference, all the terms and conditions of the Master Service Agreement between the Parties (the "Agreement") effective as of the "Effective Date". All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

**PURPOSE: TO PROVIDE VARIOUS INFORMATION TECHNOLOGY SERVICES DESCRIBED IN THIS SOW, INCLUDING APPLICATION INFORMATION TECHNOLOGY SERVICES, AS WELL AS SYSTEMS ANALYSIS AND DESIGN, SOFTWARE DEVELOPMENT, INSTALLATION AND IMPLEMENTATION, TESTING, TRAINING, AND OFFERINGS OF CERTAIN APPLICATION SERVICES IN CONNECTION THEREWITH ("SERVICES").**

## 1. Scope and Deliverables

### Scope: Description of Work

- TEK Bullet A
- TEK Bullet A
- TEK Bullet A Last

### Additional Scope

- TEK Bullet A
  - > TEK Bullet B
    - TEK Bullet C

### Deliverables and Acceptance

TEKsystems deliverables under this SOW are limited to:

- Provision of the qualified resources as described in the Engagement Team section
- Reporting requirements to be provided under this SOW are:
  - > *Consolidated Status Report*
  - > *Consolidated Invoice*
  - > *Budget Burn Report*



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Frequency of the above reporting deliverables will be mutually agreed upon during the first two (2) weeks of the engagement.

The acceptance process will be as follows:

Unless otherwise stated herein, Deliverables are considered accepted ten (10) days after submission to Client, unless written notification of non-conformance was received from Client within the ten (10) day period.

Should Client have performance issues with any Resource of the provisioned team, TEKsystems shall work with Client and such Resource to implement a remediation plan. If the remediation is not successful to the satisfaction of Client within 30 days of the Client's initial notification to CONTRACTOR of such Resource performance issues, TEKsystems shall immediately replace such Resource upon COUNTY's request.

## 2. Approach or Roadmap

### Phases / or other Appropriate Title

- TEK Bullet A
- TEK Bullet A
- TEK Bullet A Last

### Additional Information

- TEK Bullet A
  - > *TEK Bullet B*
    - TEK Bullet C

## 3. Engagement Schedule and Price

### Engagement Schedule

The engagement is expected to last[ # weeks/months]. The start date will be [\_\_\_\_].

### Time and Materials Billing

Services under this SOW will be performed on a Time and Materials basis according to the price schedule set forth in Table 2, below; provided, however that in no event shall the maximum aggregate amount payable by COUNTY under this SOW exceed \$[\_\_\_\_\_] (the "Exhibit A-[\_] Maximum Aggregate Amount").

TABLE 1: PRICE SCHEDULE

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Description	Qty	Location	Hourly Rates	Hours	Subtotal
Role			\$XX.XX	XX	\$XX.XX
<b>ESTIMATED TOTAL</b>					

## 4. Engagement Parameters

### Assumptions and Dependencies

The success of this engagement will require close cooperation between the Resources specified herein, CONTRACTOR, and the COUNTY. Information provided by COUNTY was used to determine the level of effort and pricing contained in this SOW. The following assumptions and dependencies are associated with the planning and execution of this SOW. Specifically, for this SOW, success will depend on the following:

1. This SOW encompasses only the activities identified in the Scope and Deliverables section of this SOW. It does not include other COUNTY systems, web page(s), and projects.
2. COUNTY will only reimburse TEKsystems for actual, ordinary, necessary, and reasonable out-of-pocket and travel expenses incurred by TEKsystems while performing Services on behalf of COUNTY under this SOW to the extent approved in advance in writing by the COUNTY representative specified in this SOW, and which are supported by associated receipts. TEKsystems shall be responsible for all other expenses incurred in connection with its performance of Services hereunder. Invoices for authorized out-of-pocket and travel expenses shall be submitted by TEKsystems to COUNTY in accordance with Exhibit B, and shall clearly indicate the amount and type of pre-approved out-of-pocket and travel expenses for which COUNTY is being charged. TEKsystems will provide adequate detail to allow COUNTY to reconcile such invoices with applicable receipts. COUNTY shall not be charged for any mileage, lodging, or other travel expenses for any resources located within seventy-five (75) miles of the agreed-upon location where the Services are to be performed (“Primary Worksite”).
3. COUNTY WILL/WILL NOT provide laptops for TEKsystems’ resources.
4. The TEKsystems team Resources will need:
  - a. Access to COUNTY project management to review priorities, steer the engagement, attend status meetings, and approve engagement deliverables
  - b. Access to all relevant documentation, including, but not limited to, business and functional requirements, systems architecture and design, use cases, necessary for proper automation and performance test strategy development
  - c. Access to information around any issues with the application
  - d. Uninterrupted access to the correct version of the software every weekday for the duration of the engagement.
5. COUNTY and TEKsystems agree that, during the term of performance of any Services under this Agreement and for a period of six (6) months after completion of such Services, neither party shall, directly or indirectly,

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hire or solicit for hire any staff (including employees of the other party) (“Staff”) of the other party that was involved with or a participant in such Services, without the prior written approval of the other party. This prohibition shall not apply to any such Staff who responds to a general solicitation or hiring program conducted by either party in the ordinary course of its business or any Staff who approaches the other party on an unsolicited basis. The provisions contained under this Section shall survive any termination or expiration of this Agreement or any Statement of Work.

6. Responsiveness of COUNTY team members to TEKsystems requests and issues is anticipated to be within reason so delivery schedules are not adversely impacted. If issues do arise, TEKsystems will escalate to COUNTY management according to a mutually-agreed upon escalation process.
7. TEKsystems and its Resources will not have access to or requisite control over any Client customer data, cardholder data, Personally Identifiable Information (“PII”), Protected Health Information (“PHI”), or other sensitive data. If during performance of this SOW, it is required for TEKsystems or any Resource to access Client or third-party data, Client may grant such access, and CONTRACTOR shall limit its access and Resource access to such information, only the access necessary to fulfill CONTRACTOR’s obligations hereunder, and shall implement all appropriate safeguards deemed necessary by Client.

## **Change Management**

No changes to this SOW shall be effective unless memorialized in a Change Order executed in advance by the COUNTY Chief Procurement Officer and a duly authorized representative of CONTRACTOR in accordance with Sections 1, 3, and 32 of the Agreement.

### **Change Order Procedures**

Requirement to Modify SOW. All modifications, changes and additions to the obligations of either party to this SOW shall require a written Change Order (a “Change Order”). Either party may initiate a Change Order by submitting a written request for a Change Order to the other party along with an explanation of reasons as to why such Change Order is desirable or necessary. Upon agreement by the parties to the terms of any Change Order, the Change Order shall be executed by authorized representatives of each party. No modifications, changes, or additions to this SOW shall be effective unless memorialized in a Change Order executed in advance by the COUNTY Chief Procurement Officer and a duly authorized representative of CONTRACTOR in accordance with Sections 1, 3, and 32 of the Agreement.

### **Change Order Contents**

All Change Orders must contain:

1. a description of any additional work to be performed and/or changes to the performance required of either party
2. a statement of the impact of the work or changes on the Services schedule, or other requirements of this Agreement or a SOW
3. a statement of any scope and/or pricing that will be modified as a result of the change order.

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**Conflicts**

In the event of a conflict between the terms of this SOW and a subsequent Change Order duly executed in accordance with Sections 1, 3, and 32 of the Agreement that expressly modifies the provisions of this SOW, the terms of such Change Order shall control.

**5. Statement of Work Acceptance**

IN WITNESS WHEREOF the parties hereto have executed this SOW by their duly authorized representatives and have caused this SOW to become effective as of the first date duly executed by all of the parties to the Agreement.

Once fully executed by all of the parties to the Agreement in accordance with Section 1, 3, and 32 of the Agreement, this SOW provides authorization for TEKsystems to proceed with the engagement as outlined in this Statement of Work.

Each of the undersigned signatories certifies that such signatory has the authority to accept this Statement of Work and to bind the party on behalf of which such signatory is signing this SOW.

Accepted by: County of Santa Barbara Phung Loman	Accepted by: TEKsystems Global Services, LLC
_____	_____
	Printed Name
Chief Procurement Officer	
_____	_____
Printed Title	Printed Title
_____	_____
Signature	Signature
_____	_____
Date	Date

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**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a maximum aggregate contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed **\$800,000.00 (“Maximum Contract Amount”)**.
- B. Payment for Services and reimbursement of costs, to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR’s satisfactory performance, based upon the scope, methodology and acceptance criteria contained in the Numbered Sections, this Exhibit B, Exhibit C, and the applicable SOW, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY Representative and the COUNTY departmental representative listed on the applicable SOW an invoice for the Services performed over the period specified. Each invoice must, as applicable to work provided, clearly identify the Services performed, the number of hours, the applicable hourly rate(s) and must reference the assigned Master Service Agreement Contract Number. The COUNTY Representative shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY’s failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY’s right to require CONTRACTOR to correct such work or billings, or to seek any other legal remedy.

Master Services Agreement for Services of Independent Contractor  
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**EXHIBIT C**

**Indemnification and Insurance Requirements  
(For Information Technology Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, direct damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the negligent acts, errors or omissions in connection with the Services of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** - COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** - For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** - CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** - Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

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7. **Verification of Coverage** - CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** - In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** - CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** - If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** - COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



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**Exhibit D**

**Request for Background/Drug Screening Investigative Services - All Services**

As a condition of assignment by CONTRACTOR of a Resource to provide Services under this Agreement, CONTRACTOR shall complete all of the following background investigations with respect to each such Resource in accordance with the requirements described below and as set forth in this Agreement:

**Background Services -Please check required searches**

- Seven year County Criminal Conviction Search and Social Security Trace - includes present and former counties of residence
- Federal Criminal Search
- Statewide Criminal Search (where available)

**Services for Export Control Only- Please check if applicable**

- Extended Global Sanctions: comprehensive global search to help uncover adverse information and criminal history information and seeks to help companies meet the requirements of the following: U.S. Foreign Corrupt Practices Act, international Anti-Bribery, economic and export/trade compliance (restricted party screening/ Denied Party List) regulations as well as overall risk compliance requirements

**\*\* Other Services may be available, please contact your Account Representative for additional information.**

**Criminal Investigation Hiring Criteria**

The following criteria will be used to evaluate all background investigations:

**TEKsystems Criteria (details below)**

Any of the following may result in a Resource candidate having a "Does Not Meet" designation in a seven (7) year period, depending upon the duties of the position being applied for, the details surrounding the criminal convictions, and in accordance with Applicable Laws, including, but not limited to, including relevant guidance on the proper use of background checks.

- ▶ Criminal record must be free of all criminal convictions involving crimes against persons or property or involving dishonesty that are reasonably related to the Services and this Agreement.
  1. Such potentially disqualifying convictions may include: Crimes involving physical violence, including, but not limited to, abuse of children or the elderly, abduction, including kidnapping, manslaughter, murder, robbery, sexual crimes, assault and/or battery.
  2. Crimes against property, including, but not limited to, arson, theft, larceny, burglary, and trespass.
  3. Crimes showing dishonesty, including, but not limited to, fraud, deception or financial exploitation of any person or business.

In addition, TEKsystems shall conduct an individualized assessment ("IA") on any Resource candidate who is initially determined as not meeting the criteria set forth herein. The IA will be performed in accordance with guidance provided by the Equal Employment Opportunity Commission (EEOC) in addition to local and state laws issued on properly performing background checks.