

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (“First Amendment”) is made by and between

COUNTY OF SANTA BARBARA, a political subdivision of the State of California (“County”),

and

Gray Quarter, Inc., a California corporation, (“Contractor” and together with County, collectively, the “Parties” and each a “Party”),

with reference to the following:

WHEREAS, the Parties are parties to that certain Master Services Agreement dated June 16, 2024 (“Agreement”), pursuant to which Contractor has agreed to provide certain services to County as set forth therein; and

WHEREAS, the Parties desire to amend the Agreement to expand the scope of Services to be provided by Contractor under the Agreement, and to increase the maximum amount of compensation payable to Contractor thereunder in order to compensate Contractor for such additional services.

NOW, THEREFORE, in consideration of the provisions, covenants and conditions contained herein, the Parties agree to amend the Agreement as follows:

1. MAXIMUM CONTRACT AMOUNT: Section A of Exhibit B is hereby amended by replacing Section A of Exhibit B to read in its entirety as follows:

“A. For Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed \$500,000.00.”

2. EXECUTION IN COUNTERPARTS: This First Amendment may be executed electronically in any number of counterparts and each such counterpart 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.

3. CERTIFICATION OF SIGNATORIES: Each of the signatories to this First Amendment represent and warrant that such signatory is duly authorized to execute this First Amendment, and that no additional signatures are required to bind such Party to its terms and conditions, or to carry out any of such Party’s duties or obligations hereunder. The Parties each represent and warrant that:

(a) This First Amendment has been duly authorized, executed, and delivered by such

Party and constitutes the legal, valid, and binding obligation of such Party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such Party, threatened against or affecting such Party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this First Amendment.

(c) The consummation of the transactions hereby contemplated and the performance of this First Amendment will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which Contractor is a party or which is otherwise binding on Contractor. Contractor agrees that it shall provide to County, upon County's request, evidence that the execution and delivery of this First Amendment has been duly authorized by Contractor.

4. Except as set forth in Section 1, above, this First Amendment shall not modify or change any of the provisions of the Agreement, and the Parties continue to be bound by the provisions of the Agreement as amended herein.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Lauren Wideman
0F464D622C84456...
Lauren Wideman
Deputy County Counsel

APPROVED AS TO FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
By: Juan Izquierdo
0BAAEA15901943F...
Juan Izquierdo
Division Chief-Auditor-Controller

APPROVED AS TO CONTENT:
GENERAL SERVICES – PROCUREMENT SERVICES

By: _____
Phung Loman
Chief Procurement Officer

APPROVED AS TO FORM
GREGORY MILLIGAN
RISK MANAGEMENT


DocuSigned by:
By: Gregory Milligan
05F555F00260466...
Gregory Milligan
Risk Manager

(Contractor signature continues on next page)

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

“CONTRACTOR”

Gray Quarter, Inc.,
a California corporation

Signed by:

By: _____
Name: Brian Weber
Title: Chief Revenue Officer

Date: 1/30/, 2025