

ATTACHMENT A

TEKsystems Agreement

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and TEKsystems Global Services, LLC, a Maryland limited liability company with principal offices at 7437 Race Road, Hanover, MD 21076 ("CONTRACTOR" or "TEKsystems" and, together with COUNTY, collectively, the "Parties" and each a "Party").

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

Chris Chirgwin, at phone number 805.568.2608, is the representative of COUNTY, and will administer this Agreement for and on behalf of COUNTY. Nancy White, at phone number 410-540-3214, is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice by such Party to the other Party.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), 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: Jason Womack, County of Santa Barbara, 105 E Anapamu St., Room 304, Santa Barbara, CA 93101; jwomack@countyofsb.org

To CONTRACTOR: General Counsel , TEKsystems Global Services, LLC, 7437 Race Road, Hanover, MD 21076; Legalnotices@teksystems.com

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 Statement of Work attached hereto as Exhibits A and incorporated herein by reference ("Statement of Work"), and at the rates set forth in the Statement of Work. During the Term, the Director of COUNTY's Information Technology Department, or his designee ("Director") may order Services hereunder at the rates set forth in the Statement of Work, in an aggregate amount not to exceed the Maximum Contract Amount (defined below), pursuant to Work Orders in substantially in the same form as the Work Order Template attached hereto as Exhibit A-1 (each "Work Order"). Each Work Order shall be deemed accepted and incorporated into this Agreement only if signed by the Director and CONTRACTOR's duly authorized designated representative.

4. TERM

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services under all Work Orders, but in no event later than June 30th, 2024 ("Outside Termination Date"), unless otherwise directed by COUNTY in writing duly executed by the Chair of the COUNTY Board of Supervisors or the Director, or 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 the Maximum Contract Amount set forth in Exhibit B. Billing shall be made by invoice, which shall include the contract number assigned to this Agreement 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.

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 applicable law 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.

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 applicable 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 law.

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 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"). This 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 use by COUNTY'S internal end-users and shall not be commercialized for or marketed to third parties. For the sake of clarity, the term "Background Technology" shall include all modifications, enhancements, and improvements to anything encompassed by the immediately preceding sentence.

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

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 three (3) 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, as 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 all such 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 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 termination of this Agreement by COUNTY. No Transfer or purported 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, upon thirty (30) days 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 either Party hereto default in the performance of this Agreement or materially breach any of the provisions hereof, the other Party may, at Parties 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.

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. 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.

24. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits attached hereto, 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 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, 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.

25. 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.

26. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. 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 ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

27. 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.

28. EXECUTION OF COUNTERPARTS

This Agreement may be executed 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.

29. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law 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.

30. 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.

31. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in the numbered Sections 1-32 of this Agreement and the provisions contained in the Exhibits other than Exhibit C, the provisions contained in the numbered Sections 1-32 of this Agreement shall prevail over those in the Exhibits, other than Exhibit C which shall control and prevail. If any Work Order, or quotes provided by CONTRACTOR incorporated into a Work Order, 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 1-32 of this Agreement and Exhibits A, B, C, and D, hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) Work Orders duly executed by the Director and CONTRACTOR, and then (ii) CONTRACTOR's Terms, if any.

32. 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 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).

33. NON-SOLICITATION.

Unless otherwise agreed upon in the SOW or a Work Order, 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 33 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.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the parties hereto ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Information Technology

CONTRACTOR:

TEKsystems Global Services, LLC

By: _____
Chris Chirgwin

By: Nancy White
Authorized Representative

Name: Nancy White

Title: Senior Manager of Operations

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

Flexible Capacity Program STATEMENT OF WORK

This Statement of Work ("SOW") is attached as Exhibit A to the Agreement For Services of Independent Contractor by and between the Parties effective as of the 28th day of November 2023 (the "Agreement"). 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 ("TEKsystems") shall provide a team of technical resources as described herein ("resources") to perform the Services. Resources will possess the qualifications outlined in this SOW, as required to perform technical activities as directed by the COUNTY ("Client").

Client will assign the day-to-day tasks and activities upon which the TEKsystems technical 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 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 candidate
- On-Boarding: Develop new hire 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: Hiring, benefits, resources administration, and personnel issue resolution
- Resource Retention and Monitoring: Coordinate regular meetings with TEKsystems' 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.

Deliverables and Acceptance

TEKsystems deliverables under this SOW are limited to:

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

Should Client have performance issues with any member of the provisioned resource team, TEKsystems shall work with Client and such resource to promptly implement a remediation plan. If the remediation is not implemented sufficiently, quickly and successfully to the satisfaction of Client, TEKsystems shall promptly replace the resource upon Client's request. Notwithstanding the foregoing, in the event that such resource performance issues constitute a material breach of this Agreement, TEKsystems shall immediately replace such resource upon Client's request.

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.

Schedule

This SOW is valid for 7 months from the start date to be mutually agreed on by Client and TEKsystems on or after the Effective Date, but which start date shall in no event be later than November 13, 2024.

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
Workday Consultant	2	Remote	<ul style="list-style-type: none"> • Leads the functional team for a specific functional areas(s), e.g., payroll and time tracking • Completes Workday required training with relation to appropriate topics • Coordinates activities with the Accenture Functional Consultants and other client functional resources • Provide consultation to team, building domain knowledge, documenting information, providing testing and feedback. • Serve as a subject matter expert on Workday capabilities relating to payroll and time tracking • Maintain master data values in Workday across areas of responsibility • Configure, test, validate and implement Business Process changes in Workday • Assist in testing of integrations, security and recurring events • Provide input and knowledge sharing with Workday Team Lead, Workday Team Members, and clients as appropriate • Support the design and maintain system configuration. • Review complex reports and changes with the report leads and functional analysts to ensure consistency • Performs functional lead responsibilities such as: <ul style="list-style-type: none"> - Communicates business requirements - Gathers reports and defines reporting requirements - Validates architecture and design - Identifies data to be migrated

			<ul style="list-style-type: none"> - Maps data - Cleanses data - Validates data migrations - Performs configuration - Tests business processes and configuration <ul style="list-style-type: none"> • Develops customer-specific training and documentation
Systems Administrator (Technical Consultant)	1	Remote	<p>Email</p> <p>Expert in M365 Exchange Online Administration</p> <p>Expert in: ProofPoint on Demand, ProofPoint Targeted Attack Protection (TAP), ProofPoint Threat Response Auto Pull (TRAP)</p> <p>Proficient in M365 eDiscovery</p> <p>MECM / Intune</p> <p>Expert in Microsoft Endpoint Configuration Manager Architecture and Engineering</p> <p>Expert in Microsoft Endpoint Manager (Intune) Architecture and Engineering</p> <p>M365 / Azure</p> <p>Expert in Azure Active Directory</p> <p>Proficient in AD Connect (On-Prem to AAD synchronization)</p> <p>Proficient in M365 Teams Administration</p> <p>Windows Infrastructure</p> <p>Expert in Windows Server</p> <p>Expert in Active Directory (On-Prem)</p> <p>Including Expert in Group Policy</p> <p>Infrastructure</p> <p>Proficient in VMware vSphere</p> <p>Proficient in DellEMC Isilon</p>
Sr. Network Engineer (Network Consultant)	1	Remote	<ol style="list-style-type: none"> 1. Designs and plans for new and/or upgrades to communications infrastructure documenting the technology roadmap for communications systems. 2. Oversees the installation of the most complex enterprise network communications solutions. 3. Performs the most difficult and complex troubleshooting of communications systems, in overlapping technologies, providing support to all systems that utilize the County's network communications solutions. 4. Provides project and operational support to other information technology professionals in all County departments and integrates enterprise and departmental systems into the County's network. 5. Leverages knowledge of security principles, participates in risk assessments, coordinates activities with IT Security. 6. Interfaces with customers and vendors, and designs solutions that meet customer's business needs including: research, development, planning, implementation and documentation 7. Leads teams, mentors IT Professionals, and delegates assignments, while multi-tasking a number of projects concurrently. 8. Manages and monitors the network, trends and provides forecasting for future changes and/or growth.

			<p>9. Recommends network technology standards in support of an enterprise network architecture.</p> <p>10. Performs related duties as assigned.</p> <p>Experience configuring, monitoring and troubleshooting;</p> <ul style="list-style-type: none"> • MPLS, MPLS Layer 2 (pseudowire eVPN and VXLAN) and Layer 3 VPNs (vrf) with Cisco 3850 switches, ASR 100X routers and Juniper EX series switches? • SD-WAN, iBGP, eBGP, OSPF, Multicast routing (globally and within MPLS Layer 3 VPNs) and QoS with Cisco 3850 switches, ASR 100X routers and Juniper EX series switches? • Data center networking including VXLANs, VPC on Cisco Nexus and MC-LAG on Cisco ASR 100x routers and Juniper EX series switches. • Aruba Wireless, Aruba Clearpass and 802.1x NAC • Cisco and Juniper Access Control Lists (ACLs)
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Service Fees

The time and materials price authorized by Client and specified below does not imply or commit a fixed-price contract. If TEKsystems determines that it is necessary to exceed the total estimated cost or the estimated hours, TEKsystems will inform Client as soon as practical. In such event, the Director may authorize additional hours in an additional Work Order duly executed by the Director; provided, however, that (i) the Director shall not extend the Term beyond the Outside Termination Date or authorize the performance of Services hereunder thereafter, (ii) the Director shall not authorize payment in excess of the Maximum Contract Amount, and (iii) the COUNTY shall not pay TEKsystems any amount in excess of the total estimated cost set forth below to the extent that such excess cost arises from any act or omission of or on behalf of TEKsystems or any of its affiliates, contractors, partners, or resource(s). If Client alternatively chooses to terminate the Agreement and/or the Services set forth in this SOW, Client agrees to pay TEKsystems for Services hours expended hereunder and any travel expenses actually incurred by TEKsystems, to the extent duly authorized by COUNTY under the Agreement, prior to such termination.

TABLE 2: FEE SCHEDULE

Resource	Hourly Rates (per resource)	Estimated Monthly Hours	Monthly Subtotal
Delivery Management	No Charge	NA	NA
Workday Consultant #1	\$158.50	173	\$27,420
Workday Consultant #2	\$153.50	173	\$26,555
Workday Consultant #3	\$160.00	140	\$22,400
Systems Administrator (Technical Consultant)	\$118.00	173	\$20,414
Sr. Network Engineer (Network Consultant)	\$118.00	173	\$20,414

ESTIMATED MONTHLY TOTAL		\$117,203
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 Assumptions

1. Estimated Total: \$1,130,000.00 TEKsystems will notify Client on an ongoing basis, and upon Client's request, regarding the amount of the total budget then spent.
2. Overtime: The estimated monthly total in the table above is based on a 40-hour workweek for resources; the estimated total does not allow for overtime. Overtime will require an additional Work Order for such overtime Services and such overtime Services will be billed at time and a half (1.5x) the above rates. Client shall not pay for any overtime Services that are not pre-approved by Client in writing signed by the Director before being performed.
3. TEKsystems pricing does not include travel and living expenses related to the performance of this SOW. Travel and living expenses, if required and pre-approved by Client in writing signed by the Director, will be invoiced to Client at reasonable and actual rates and shall be payable in accordance with TEKsystems payment terms as defined in the Agreement. Travel expenses may include transportation, lodging, and/or meals, to the extent pre-approved by the Client in writing signed by the Director. Additionally, TEKsystems will bill compensable travel time as required by U.S. Federal law; compensable travel hours are not included in the engagement time estimates included in this SOW.

Change Management

No change(s) to this SOW shall be effective unless pursuant to a duly executed Change Order as set forth below.

Change Order Procedures

Requirement to Modify SOW. No modification, change, or addition to the obligations of either Party under this SOW shall be effective unless pursuant to a written Change Order (a "Change Order") duly executed by the authorized representatives of each Party. TEKsystems acknowledges that no Change Order or WO shall be effective unless duly executed by the Director within the parameters of the authority expressly delegated to the Director by the Santa Barbara County Board of Supervisors in approving the Agreement. Either party hereto may submit 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.

Change Order Contents

All Change Orders must contain:

1. A description of all changes to the performance required of either Party hereunder;
2. A statement of the impact of the work or changes on the Services schedule, or other requirements of this SOW or any WO; and
3. A statement of any Services that will be modified as a result of such Change Order.

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 warrants that resources will perform the functions and tasks in accordance with the provisions of this Agreement and within the framework set by Client.
2. TEKsystems' team of resources will work normal business hours of 8:00AM to 5:00PM Pacific Standard Time, unless otherwise agreed upon by the parties in writing and signed by the Director.
3. TEKsystems' team of resources will work on average 40 hours per week for the duration of the Term. The TEKsystems delivery management will monitor hours worked per week and escalate any increase in average hours worked as needed.
4. No changes to the resource team composition or duration shall be implemented other than via the Change Management Process.
5. Client will have the capability to ramp up and ramp down resources via a 15-business-day notification provision.
6. This solution does not include any accelerators, licenses, or any TEKsystems' Intellectual Property, except as otherwise set forth herein and in the Agreement.
7. Client will:
 - a. Provide suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to Client project teams for the TEKsystems personnel providing Services under this SOW while such individuals are working on Client premises to the extent authorized in writing in advance by the Director.
 - b. Provide a laptop, docking station, and required cables to support project tasks. If necessary, additional peripherals, such as a monitor, will be provided based on need.
 - c. provide reasonable assistance related to the foregoing items and to any TEKsystems Representative, who, as a condition to performing the Services hereunder, is required to have security access to a Client location.
8. Client and TEKsystems agree that, during the term of performance of any Services under this Agreement, neither Party shall directly or indirectly, solicit for hire any internal staff (including employees of the other party) ("Staff") of the other Party who were involved with or a participant in such Services, without the prior

written approval of the other Party. Notwithstanding the foregoing, TEKsystems hereby consents to the solicitation and hire by COUNTY of resources assigned to perform Services specified in this SOW six (6) months after such assignment. The foregoing prohibition in this Section 8 shall not apply to any such Staff or resource that responds to a general solicitation or hiring program conducted by either Party in the ordinary course of its business, or to any Staff or resource who approaches the other Party on an unsolicited basis.

9. Security and Access

- a. Under the scope of this SOW, TEKsystems may have access to or requisite control over Client customer data, Personally Identifiable Information ("PII"), Protected Health Information ("PHI"), or other sensitive data. If during performance of this SOW, it is required for TEKsystems to access Client or third-party data, TEKsystems shall ensure that TEKsystems and all resources access and use such data only during the Term and only to the degree necessary to perform its obligations under this Agreement. TEKsystems shall adhere to industry best practices in implementing appropriate safeguards with respect to the data security of Client data, including, but not limited to, PII, PHI, and other sensitive data.
- b. Client shall provide TEKsystems resources with a secure VPN/VDI connection to all necessary customer systems and networks. TEKsystems shall be responsible for all of the following arising out of the acts and omissions of or on behalf of TEKsystems resources: (1) the removal, transfer, copying, or disclosure of COUNTY data, and (2) the unauthorized disclosure of data obtained from COUNTY or by access to COUNTY systems and networks. At no time will TEKsystems be storing Client data on TEKsystems equipment.
- c. Client authorizes TEKsystems 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.
- d. Under the scope of this SOW, TEKsystems will have access to production environments. Client will review and approve all changes to the production environment prior to deployment via the Client implemented change control process.

EXHIBIT A-1
(Work Order Template)

Flexible Capacity Program Work Order

This Flexible Capacity Program Work Order ("WO") is made as of [] ("WO Effective Date") by and between the County of Santa Barbara ("COUNTY" or "Client"), and TEKsystems Global Services, LLC ("CONTRACTOR" or "TEKsystems"), a Maryland limited liability company with principal offices at 7437 Race Road, Hanover, MD 21076.

This WO is issued pursuant to, and incorporates by reference, all of the provisions of the Agreement for Services of Independent Contractor by and between COUNTY and CONTRACTOR dated November 28, 2023 (the "Agreement"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

Definitions: All capitalized terms used but not defined in this WO shall have the respective meanings for such terms set forth in the Agreement.

2. Scope of Services

TEKsystems will provide a team of technical resources as described herein ("resources"). Resources will possess the qualifications outlined in this WO, as required to perform technical activities as directed by Client.

Client will assign the day-to-day tasks and activities upon which the TEKsystems technical 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 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 candidate
- On-Boarding: Develop new hire 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: Hiring, benefits, resources administration, and personnel issue resolution
- Resource Retention and Monitoring: Coordinate regular meetings with TEKsystems' 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.

Deliverables and Acceptance

TEKsystems deliverables under this WO are limited to:

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

Should Client have performance issues with any member of the provisioned resource team, TEKsystems shall work with Client and such resource to promptly implement a remediation plan. If the remediation is not implemented sufficiently quickly and successfully to the satisfaction of Client, TEKsystems shall promptly replace the resource upon Client's request. Notwithstanding the foregoing, in the event that such resource performance issues constitute a material breach of this Agreement, TEKsystems shall immediately replace such resource upon Client's request.

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.

Schedule

This WO shall terminate no later than June 30, 2034.

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]	•

Service Fees

The time and materials price authorized by Client and specified below does not imply or commit a fixed-price contract. If TEKsystems determines that it is necessary to exceed the total estimated cost or the estimated hours set forth in this WO, TEKsystems will inform Client as soon as practical. In such event, the Director may authorize additional hours in an additional Work Order duly executed by the Director; provided, however, that (i) the Director shall not extend the Term beyond the Outside Termination Date or authorize the performance of Services hereunder thereafter, (ii) the Director shall not authorize payment in excess of the Maximum Contract Amount, and (iii) the COUNTY shall not pay TEKsystems any amount in excess of the total estimated cost set forth below to the extent that such excess cost arises from any act or omission of or on behalf of TEKsystems or any of its affiliates, contractors, or partners, or resource(s). If Client alternatively chooses to terminate the Agreement and/or the Services set forth in this WO, Client agrees to pay TEKsystems for Services hours expended hereunder and any travel expenses actually incurred by TEKsystems, to the extent duly authorized by COUNTY under the Agreement, prior to such termination.

TABLE 2: FEE SCHEDULE

Resource	Hourly Rates (per resource)	Estimated Monthly Hours	Monthly Subtotal
Delivery Management	No Charge	NA	NA
[]	[]	[]	[]
[]	[]	[]	[]
ESTIMATED MONTHLY TOTAL			[]
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 Assumptions

1. Estimated Total: \$[] TEKsystems will notify Client on an ongoing basis, and upon Client's request, regarding the amount of the Estimated Total and the Maximum Contract Amount then spent.
2. Overtime: The estimated monthly total in the table above is based on a 40-hour workweek for resources; the estimated total does not allow for overtime. Overtime will require an additional Work Order for such overtime Services and such overtime Services will be billed at time and a half (1.5x) the above rates. Client shall not pay for any overtime Services that are not pre-approved by Client in writing signed by the Director before being performed.
3. TEKsystems pricing does not include travel and living expenses related to the performance of this WO. Travel and living expenses, if required and pre-approved by Client in writing signed by the Director, will be invoiced to Client at reasonable and actual rates and shall be payable in accordance with TEKsystems payment terms as defined in the Agreement. Travel expenses may include transportation, lodging, and/or meals, to the extent pre-approved by the Client in writing signed by the Director. Additionally, TEKsystems will bill compensable travel time as required by U.S. Federal law; compensable travel hours are not included in the engagement time estimates included in this WO.

Change Management

No change(s) to this WO shall be effective unless pursuant to a duly executed Change Order as set forth below.

Change Order Procedures

Requirement to Modify WO. No modification, change, or addition to the obligations of either Party under this WO shall be effective unless pursuant to a written Change Order (a "Change Order") duly executed by the authorized representatives of each Party. TEKsystems acknowledges that no Change Order or additional WO(s) shall be

effective unless duly executed by the Director within the parameters of the authority expressly delegated to the Director by the Santa Barbara County Board of Supervisors in approving the Agreement. Either party hereto 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.

Change Order Contents

All Change Orders must contain:

1. A description of all changes to the performance required of either Party hereunder;
2. A statement of the impact of the work or changes on the Services schedule, or other requirements of this WO or any other WO; and
3. A statement of any Services that will be modified as a result of such Change Order.

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 warrants that resources will perform the functions and tasks in accordance with the provisions of this Agreement and within the framework set by Client.
2. TEKsystems' team of resources will work normal business hours of 8:00AM to 5:00PM Pacific Standard Time, unless otherwise agreed upon by the parties in writing and signed by the Director.
3. TEKsystems' team of resources will work on average 40 hours per week for the duration of the Term. The TEKsystems delivery management will monitor hours worked per week and escalate any increase in average hours worked as needed; provided, however, that the County shall not pay for any hours in excess of the estimate set forth herein unless duly authorized by the Director in writing in accordance with the Change Management Process and the other provisions of this Agreement
4. No changes to the resource team composition or duration shall be implemented other than via the Change Management Process.
5. Client will have the capability to ramp up and ramp down resources via a 15-business-day notification provision.
6. This solution does not include any accelerators, licenses, or any TEKsystems' Intellectual Property, except as otherwise set forth herein and in the Agreement.
7. Client will:
 - a. Provide suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to Client project teams for the TEKsystems personnel providing Services under this WO while such individuals are working on Client premises to the extent authorized in writing in advance by the Director.
 - a. Provide a laptop, docking station, and required cables to support project tasks. If necessary, additional peripherals, such as a monitor, will be provided based on need.
 - b.

- c. provide reasonable assistance related to the foregoing items and to any TEKsystems Representative, who, as a condition to performing the Services hereunder, is required to have security access to a Client location.
- 8. Client and TEKsystems agree that, during the term of performance of any Services under this WO, neither Party shall directly or indirectly, solicit for hire any internal 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. Notwithstanding the foregoing, TEKsystems hereby consents to the solicitation and hire by COUNTY of resources assigned to perform Services specified in this WO six (6) months after such assignment. The foregoing prohibition in this Section 8 shall not apply to any such Staff or resource that responds to a general solicitation or hiring program conducted by either Party in the ordinary course of its business, or to any Staff or resource who approaches the other Party on an unsolicited basis.
- 9. Security and Access
 - d. Under the scope of this WO, TEKsystems may have access to or requisite control over Client customer data, Personally Identifiable Information ("PII"), Protected Health Information ("PHI"), or other sensitive data. If during performance of this WO, it is required for TEKsystems to access Client or third-party data, TEKsystems shall ensure that TEKsystems and all resources access and use such data only during the Term and only to the degree necessary to perform its obligations under this Agreement. TEKsystems shall adhere to industry best practices in implementing appropriate safeguards with respect to the data security of Client data, including, but not limited to, PII, PHI, and other sensitive data. Client authorizes TEKsystems 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.
- 10. Under the scope of this WO, TEKsystems will have access to production environments. Client will review and approve all changes to the production environment prior to deployment via the Client implemented change control process.

3. Work Order Acceptance

IN WITNESS WHEREOF the parties hereto have executed this Work Order as dated above by their duly authorized representatives and have caused this WO to become effective as of the first date duly executed by all of the parties hereto, as indicated by the last date set forth below.

The signatures below provides authorization for TEKsystems to proceed with the Services as outlined in this WO in accordance with the provisions of the Agreement.

Each of the signatories certifies that such signatory has the authority to accept this Work Order on behalf of the Party represented by such signatory, and to bind such Party with respect to this WO.

Accepted by:
County of Santa Barbara

Accepted by:
TEKsystems Global Services, LLC

Printed Name

Printed Name

Printed Title

Printed Title

Signature

Signature

Date

Date

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,130,000.00 ("Maximum Contract Amount").
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work 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 seek any other legal remedy.

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.
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".
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.

EXHIBIT D

TEKsystems—Request for Background Investigative Services – All Services (Template)

(remainder of page intentionally left blank: exhibit continues on the following page)

Request for Background/Drug Screening Investigative Services – All Services

As a condition of assignment with (“Client”), all contract employees provided by TEKsystems, Inc. (“TEKsystems”) must successfully complete the following background investigations in accordance with the requirements described below 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)
- ☐ Education Verification – highest degree available
- ☐ Employment Verification - past 3 years
- ☐ Credit Verification (where applicable) – No more than \$15,000 in collections and charge off accounts (past due balances of a collection account are considered part of the \$15,000 threshold)
- ☐ Driving History – evaluated using TEKsystems standard criteria (available upon request)
- ☐ CrimeGuard – “National” Criminal Record Database Search (recommended for use only as a supplement to County, State, or Federal level research)
- ☐ National Sex Offender Registry (where legally permitted to use results; **Client must specify disqualifying criteria in writing if selected**)
- ☐ Office of Foreign Assets Control (OFAC) – pursuant to regulatory requirements, any individual that appears on the list shall be preliminarily deemed ineligible for employment
- ☐ Fraud and Abuse Control Information System (FACIS) – assists in identifying sanctioned individuals and entities in the healthcare field; pursuant to regulatory requirements, any individual that appears on the list shall be preliminarily deemed ineligible for employment

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 the 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 Federal, including relevant guidance on the proper use of background checks, State and Local laws.

- Criminal record must be free of all criminal convictions involving crimes against persons or property or involving dishonesty that are reasonably related to the job applied for.
 1. These 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 candidate who is initially determined as not meeting the criteria set forth herein. The IA will be performed in accordance with the relevant Federal guidance issued on properly performing background checks.

Services for Drug Testing – Please check required screening

We offer **Lab-Based** or **Instant testing**. Lab-Based tests are performed by SAMHSA certified laboratories and all presumptive positive tests are reviewed by a certified Medical Review Officer (“MRO”). Industry standard cutoff levels are applied unless otherwise specified in writing. A Contract Employee who fails to pass a drug screening or breath-alcohol test will be ineligible for employment.

Instant Urine Testing Options
<input type="checkbox"/> 5 Panel eCup Instant
<input type="checkbox"/> 4 Panel xCup Instant
<input type="checkbox"/> 6 Panel xCup Instant
<input type="checkbox"/> 7 Panel xCup Instant
<input type="checkbox"/> 8 Panel xCup Instant
<input type="checkbox"/> 9 Panel xCup Instant
<input type="checkbox"/> 10 Panel xCup Instant

Please note the xCup Instant Test option is UNAVAILABLE in the STATE of NEW YORK.

Standard Instant Drug Test Panels with Initial and Confirmation Screening Levels									
Drugs Detected	5 Panel eCup Instant***	4 Panel xCup Instant	6 Panel xCup Instant	7 Panel xCup Instant	8 Panel xCup Instant	9 Panel xCup Instant	10 Panel xCup Instant	Standard Initial Screening Level (ng/ml)	Standard Lab Confirmation Level (ng/ml)
Amphetamines (AMP)***	*	*	*	*	*	*	*	500***	250***
Cocaine (COC)***	*	*	*	*	*	*	*	150***	100***
Marijuana (THC)	*		*	*	*	*	*	50	15
Opiates	*							2000	2000
Opiates/Morphine (MOP) Codeine Hydromorphone Hydrocodone		*	*	*	*	*	*	2000	2000
Phencyclidine (PCP)	*	*	*	*	*	*	*	25	25
MDMA (Ecstasy)			*	*	*	*	*	1000	250
Barbiturates (BAR)					*	*	*	300	300
Benzodiazepines (BZO)					*	*	*	300	300
Oxycodone (OXY) Oxymorphone				*		*	*	100	100
Methadone (MTD)							*	300	300

Lab Based Urine Testing Options
<input type="checkbox"/> 5 Panel Lab based
<input type="checkbox"/> 4 Panel Lab based
<input type="checkbox"/> 6 Panel Lab based
<input type="checkbox"/> 7 Panel Lab Based
<input type="checkbox"/> 8 Panel Lab Based
<input type="checkbox"/> 9 Panel Lab Based
<input type="checkbox"/> 10 Panel Lab Based

Standard Lab Based Drug Test Panels with Initial and Confirmation Screening Levels									
Drugs Detected	5 Panel Lab Based***	4 Panel Lab Based	6 Panel Lab Based	7 Panel Lab Based	8 Panel Lab Based	9 Panel Lab Based	10 Panel Lab Based	Standard Initial Screening Level (ng/ml)	Standard Lab Confirmation Level (ng/ml)
Amphetamines (AMP)***	*	*	*	*	*	*	*	500***	250***
Cocaine (COC)***	*	*	*	*	*	*	*	150***	100***
Marijuana (THC)	*		*	*	*	*	*	50	15
Opiates	*							2000	2000
Opiates/Morphine (MOP) Codeine Hydromorphone Hydrocodone		*	*	*	*	*	*	2000	2000
Phencyclidine (PCP)	*	*	*	*	*	*	*	25	25
MDMA (Ecstasy)			*	*	*	*	*	1000	250
Barbiturates (BAR)					*	*	*	300	300
Benzodiazepines (BZO)					*	*	*	300	300
Oxycodone (OXY) Oxymorphone				*		*	*	100	100
Methadone (MTD)							*	300	300

**Additional Lab based panels/screening levels maybe available. Please contact your Account Representative if additional panels/levels are required.

***eCup and 5 panel lab based screening levels for Amphetamines and Cocaine: Initial screening level for Amphetamines is 1000 ng/ml with confirmation screening level of 500 ng/ml. Initial screening level for cocaine is 300 ng/ml with confirmation screening level of 150 ng/ml.

All of the above items are post-offer, pre-employment requirements for employment with TEKsystems, Inc. at Client. Employment decisions will be made in accordance with these guidelines. All decisions made by TEKsystems, Inc. will be final. **By signing below, you acknowledge your acceptance to this Agreement and the hiring criteria requested by Client, and that these criteria are compliant with all applicable local, state, and federal laws. Client also agrees to defend, indemnify, and hold harmless TEKsystems, its officers, members, employees, and agents, from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising out of or related to TEKsystems applying the hiring criteria you have outlined in this Agreement. You acknowledge and agree that employment with Company of the applicable individual/Contract Employee does not commence until individual/Contract Employee actually works on said specific assignment. In the event of a conflict between this Agreement and any other agreement including employment agreements and services agreements, this Agreement shall prevail. TEKsystems, Inc. is an Equal Opportunity Employer.**

The parties agree that this addendum may be electronically signed. The parties agree that the electronic signatures appearing on this document are the same as manual handwritten signatures for the purposes of validity, enforceability and admissibility to the fullest extent of the law and both parties hereby waive any objection to the contrary.

Acknowledged and agreed to by:

TEKsystems, Inc.:

Client:

TEKsystems Representative Name

Client Representative Name

TEKsystems Representative Signature

Client Representative Signature

Date

Date