

Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Gray Quarter, Inc

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Gray Quarter, Inc ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 8575 Morro Rd, Atascadero, CA 93422.

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

Christian Garcia, whose phone number is 805-568-2696, and whose email address is cgarcia@countyofsb.org, is the representative of COUNTY 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 other amendment to or of this Agreement). Brian Weber, whose phone number is 559-289-4573, and whose email address is brian@grayquarter.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: Christian Garcia
General Services, Procurement Services
260 N San Antonio Rd
Santa Barbara, CA 93110

To CONTRACTOR: Brian Weber
Gray Quarter, Inc
8575 Morro Rd
Atascadero, CA, 93422

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 statements of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial Statements of Work are attached

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hereto as Exhibits A-1, A-2, A-3, A-4, A-5, and A-6 and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

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. 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.

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,

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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 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

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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.

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 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

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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. 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. 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.** COUNTY 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.

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- 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. 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

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.

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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 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.

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 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

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.

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. REQUIRED FEDERAL PROVISIONS

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit D (Required Federal Provisions), attached hereto and incorporated herein by reference.

33. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in Sections 1 through 33 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 Exhibits C and D, which Exhibits C and D 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, C, and D, and E

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hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

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

DocuSigned by:
By: Lauren Wideman
8F404D822C84458...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

DocuSigned by:
By: C. Schaffer
A99ED5BD71D04FB...
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

DocuSigned by:
By: Gregory Milligan
85F555F80269406...
Risk Manager

BOARD AUTHORIZATION EXECUTION:

Date: 06/18/2024

Minute Order Number: 24-00588

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

DocuSigned by:
By: Phung Loman
5995E83913B84A5...
Chief Procurement Officer

CONTRACTOR:

Gray Quarter, Inc

DocuSigned by:
By: Brian Weber
760E7AC198474BD...
Authorized Representative

Name: Brian Weber

Title: Chief Revenue Officer

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EXHIBIT A-1

GENERAL STATEMENT

OF WORK

Gray Quarter, Inc. ("Service Provider") will provide Managed Support Services to Santa Barbara County ("Client") as defined below:

- Software Support and Administration for the Accela Civic Platform
 - Configuration assistance
 - Scripting assistance
 - Reporting
 - Assistance with Accela APIs
 - Data cleanup
 - Issue resolution
 - Administration tasks, such as user maintenance, resetting passwords
- Custom Interface and Website Development
- Other tasks as assigned by Client identified project manager

Any project estimated to take over 40 hours by Service Provider will be defined in a scope of work and must be approved by Client prior.

Standard Rate: \$195 hour

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EXHIBIT A-2

STATEMENT OF WORK

**CEO's office
(continuation of work previously on CN24447)**

Support Services to Accela Civic Platform
Cannabis Managed Services Agreement

MANAGED SUPPORT SERVICES

Gray Quarter, Inc. ("Service Provider") will provide Managed Support Services to Santa Barbara County, CA ("Client") as defined below:

- Software Support and Administration for the Accela Civic Platform
 - Configuration assistance
 - Scripting assistance
 - Assistance with Accela APIs
 - Data cleanup
 - Issue resolution
 - Administration tasks, such as user maintenance, resetting passwords
- Training

The following Services fall outside of the terms of this Agreement and will be considered Projects, and will be quoted and billed as separate, individual Services.

- New business processes or modules to be implemented
- New, or updates to existing interfaces
- New data conversions
- New software development
- Any other project that Gray Quarter estimates effort at more than 40 hours.

COMMUNICATION

Gray Quarter will provide the following tools to Client's designated I.T. Contact Person(s) to assist with Team coordinate and provide easy access to Gray Quarter professional services:

- 1) Gray Quarter Web Based Request- <https://help.grayquarter.com>
- 2) Gray Quarter Support Email inbox - help@grayquarter.com

To facilitate the remote work Gray Quarter will provide web meeting software and conference bridges for remote sessions if required.

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TRAVEL EXPENSES

All support will be provided remotely unless it is requested to be addressed onsite. For onsite support, the actual amounts of any reasonable and customary travel expenses incurred during the performance of the Services will be billed to Agency. Gray Quarter will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges, etc.). Gray Quarter will work with the Agency to manage and control expenses and will not incur expenses in excess of the initial contracted budget below without Agency's prior written consent. Expense receipts will be made available as requested by Agency.

SERVICE LEVEL AGREEMENT

- Requests for Service made through web and email will receive a meaningful (non- automatic) response within 3 business days.
- Gray Quarter will honor the date/time of scheduled requests for meetings made via the Gray Quarter Website, where real-time resource availability is displayed or contact requester in advance of meeting to identify mutual alternatives.

REPORTING AND DOCUMENTATION

All Requests for Assistance will be processed through Gray Quarter's management software. This will enable Gray Quarter to manage and fulfill all requests as well as capture service metrics. Gray Quarter will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, Gray Quarter will produce the following reports:

- Detailed list of Requests for Assistance
- Detailed list of Hours worked by resource

ASSUMPTIONS

- Change management is client responsibility.
- Client will provide remote access to systems on an as needed to support Client requests.

TERM OF AGREEMENT

If either party terminates this Agreement, Gray Quarter will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Gray Quarter the actual cost of rendering such assistance.

FEES AND PAYMENT SCHEDULE

The billing rate for all Services under this Exhibit A-2 will be \$195 per hour, exclusive of taxes and expenses. Hours will be billed in ½ hour increments. Invoices will be sent to Client on a Monthly basis and will become due and payable on the first day of each month. Submitted invoices must be paid by client within 30 days.

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Services will be suspended if payment is not received within 5 days following date due.

LIMITATION OF LIABILITY

Other than any obligation to indemnify in this agreement, the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Gray Quarter shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Gray Quarter by the Client in connection with the Managed Services, or any actions taken by Gray Quarter at the Customer's direction; and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. This Limitation of Liability does not apply to damages caused by the gross negligence of Gray Quarter, Inc.

CONFIDENTIALITY

Service Provider and its agents will not use or disclose Client information, except as necessary to provide the contracted Services and will protect against unauthorized use.

MISCELLANEOUS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between Client and Service Provider for software support. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Service Provider is not responsible for failure to render services due to circumstances beyond its control and in no way arising out of acts of God.

County Executive Office personnel authorized to enact services:

Carmela Beck, Program Manager – Cannabis
County Executive Office
105 E. Anapamu St., RM 108, Santa Barbara, CA 93101
Phone: 805-568-3504
Email: cbeck@countyofsb.org

Exhibit A-2 Statement of Work maximum aggregate amount: \$11,400.00.

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EXHIBIT A-3

STATEMENT OF WORK

Environmental Health Services

MANAGED SUPPORT SERVICES

Gray Quarter, Inc. ("Service Provider") will provide Managed Support Services to Santa Barbara County Environmental Health Services ("Client") as defined below:

- Customer User Interface Enhancements for Accela Citizen Access
- Custom Reports and Data Dashboards
- Online Document Search Portal
- Other Software Support and Administration Tasks for the Accela Civic Platform as assigned by Client-identified project manager, including, but not limited to:
 - o Configuration assistance
 - o Scripting for automation and batch processes
 - o Data reporting for regulatory compliance
 - o Issue resolution

Requests for service can include any of the above listed services but will have an emphasis on Reports during the current term of this services agreement through June 30, 2025. Client will need modifications to existing Accela reports (Crystal and Ad Hoc) as well as creation of new reports. Most reports will involve creating a summary data output report from existing data fields in Accela. Printed examples will be provided from the existing reports in the Client's legacy software, EnvisionConnect. Requests will be submitted as outlined below in the SERVICE LEVEL AGREEMENT section and Service Provider shall provide a quote, or estimate, for such work. Client shall respond to quote within the timeframe outlined on quote with approval or rejection. Service Provider will not commence work without the written approval of quote/estimate by Client. Any project estimated to take over 40 hours by Service Provider will be defined in a separate scope of work and must be approved by Client project manager prior.

Communication

Gray Quarter will provide the following tools to Client's designated I.T. Contact Person(s) to assist with Team coordinate and provide easy access to Gray Quarter professional services:

- 1) Gray Quarter Web Based Request – <https://help.grayquarter.com>
- 2) Gray Quarter Support Email Inbox – help@grayquarter.com

To facilitate the remote work Gray Quarter will provide web meeting software and conference bridges for remote sessions if required.

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Travel Expenses

All support will be provided remotely unless it is requested to be addressed onsite. For onsite support, the actual amounts of any reasonable and customary travel expenses incurred during the performance of the Services will be billed to Client. Gray Quarter will bill Client for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges, etc.). Gray Quarter will work with the Client to manage and control expenses and will not incur expenses in excess of the initial contracted budget below without Client's prior written consent. Expense receipts will be made available as requested by Client.

Service Level Agreement

- Requests for Service made through web and email will receive a meaningful (non-automatic) response within 3 business days.
- Gray Quarter will honor the date/time of scheduled requests for meetings made via the Gray Quarter Website, where real-time resource availability is displayed or contact requester in advance of meeting to identify mutual alternatives.

Reporting and Documentation

All Requests for Assistance will be processed through Gray Quarter's management software. This will enable Gray Quarter to manage and fulfill all requests as well as capture service metrics. Gray Quarter will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, Gray Quarter will produce the following reports:

- Detailed list of Requests for Assistance
- Service Level Agreement Metrics

Assumptions

- Change management is Client responsibility.
- Client will provide remote access to systems on an as-needed basis to support Client requests.

Term of Agreement

This Agreement is part of the Master Services Agreement, MA5713, approved by the Santa Barbara County Board of Services on June 27, 2023. This Scope of Work for Environmental Health Services is effective upon the date signed by Service Provider, and shall remain in force through June 30, 2025.

This Agreement may be terminated prior to June 30, 2025, by either party upon thirty (30) days written notice.

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During such thirty (30) day period, Service Provider shall, as directed by Client, 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 Client from such winding down and cessation of services.

If either party terminates this Agreement, Gray Quarter will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider, if desired by Client. Client agrees to pay Gray Quarter the actual costs reasonably incurred by Gray Quarter rendering such assistance.

Fees and Payment Schedule

The billing rate of \$195 per hour will be used for all services during the Term.

Fiscal Year		Not to Exceed Amount
2024/2025	Maintenance and Support (TM)	\$50,000.00
	Total	\$50,000.00

Service Provider reserves the right to stop work upon reaching yearly not to exceed amount until it resets.

Invoices will be sent to Client on a monthly basis and will become due and payable on the first day of each month. Submitted invoices must be paid by client within 30 days.

Service Provider reserves the right to suspend services if payment is not received within 5 days following date due.

Limitation of Liability

Other than any obligation to indemnify in this agreement, the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Gray Quarter shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Gray Quarter by the Client in connection with the Managed Services, or any actions taken by Gray Quarter at the Customer's direction; and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. This Limitation of Liability does not apply to any damages caused by the gross negligence of Gray Quarter, Inc.

Confidentiality

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services and will protect against unauthorized use.

Miscellaneous

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between Client and Service Provider for software support. Service Provider is not responsible for failure to

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render services due to circumstances beyond its control and in no way arising out of acts of God.

County Environmental Health Services personnel authorized to enact services:

Lars Seifert , Environmental Health Services Director
Public Health Department, Environmental Health Services
225 Camino del Remedio, Santa Barbara, CA 93110
Phone: 805-681-4934
Email: LSeifert@sbcphd.org

Rose Davis, Department Business Specialist
Public Health Department, Environmental Health Services
225 Camino del Remedio, Santa Barbara, CA 93110
Phone: 805-681-4939
Email: rdavis@sbcphd.org

Exhibit A-3 Statement of Work maximum aggregate amount: \$50,000.00

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EXHIBIT A-4

STATEMENT OF WORK

Planning & Development

Professional Services

Gray Quarter, Inc. ("Service Provider") will provide Professional Services to COUNTY, ("Client") for 7/1/24 to 6/30/25 time period as defined below:

- Software Support and Administration for the Accela Civic Platform
 - Bluebeam Integration
 - Estimated for 80 hours at \$195/hour for a total of \$15,600.00
 - GIS Configuration and Support
 - Estimated for 70 hours at \$195/hour for a total of \$13,650.00
 - Payment Processor Configuration and Integration
 - Estimated for 50 hours at \$195/hour for a total of \$9,750.00
- Training

Travel Expenses

All support will be provided remotely unless it is requested by COUNTY to be addressed onsite. For onsite support, the actual amounts of any reasonable and customary travel expenses incurred during the performance of the Services will be billed to Client. Gray Quarter will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges, etc.). Gray Quarter will work with the Agency to manage and control such expenses and will not incur such expenses below without Agency's prior written consent. Expense receipts will be made available as requested by Agency.

Reporting and Documentation

All Requests for Assistance will be processed through Gray Quarter's management software. This will enable Gray Quarter to manage and fulfill all requests as well as capture service metrics. Gray Quarter will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, Gray Quarter will produce the following reports:

- Detailed list of Requests for Assistance

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- Detailed list of Hours worked by resource

Assumptions

- Change management is client responsibility.
- Client will provide remote access to systems on an as needed to support Client requests.

Term of Agreement

If either party terminates this Agreement, Gray Quarter will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Gray Quarter the actual costs reasonably incurred by Gray Quarter rendering such assistance.

Fees and Payment Schedule

Total not to exceed amount for this Professional Services Scope of Work is **\$39,000.00** representing 200 hours of Professional Services at \$195 per hour.

The billing rate for all Services under this Exhibit A-3 will be \$195 per hour, exclusive of taxes and expenses Exclusive of taxes and expenses. Hours will be billed in ½ hour increments. Invoices will be sent to Planning & Development on a monthly basis and will become due and payable on the first day of each month. Submitted invoices must be paid by client within 30 days.

Planning and Development will work with Public Works internally to pay the invoices jointly by the invoice due date.

Services will be suspended if payment is not received within 5 days following date due.

Limitation of Liability

Other than any obligation to indemnify in this agreement, the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Gray Quarter shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Gray Quarter by the Client in connection with the Managed Services, or any actions taken by Gray Quarter at the Customer's direction; and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. This Limitation of Liability does not apply to any damages caused by the gross negligence of Gray Quarter, Inc.

Confidentiality

Service Provider and its agents will not use or disclose Client information, except as necessary to

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provide the contracted services and will protect against unauthorized use.

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Miscellaneous

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between Client and Service Provider for software support. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Service Provider is not responsible for failure to render services due to circumstances beyond its control and in no way arising out of acts of God.

County Planning & Development personnel authorized to enact services:

Linda Liu, Project Manager
Planning & Development
123 E. Anapamu St., Santa Barbara, CA 93101
Phone: 805-568-2035
Email: lliu@countyofsb.org

Exhibit A-4 Statement of Work maximum aggregate amount: \$39,000.00.

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EXHIBIT A-5

STATEMENT OF WORK

Public Works Department

Professional Services

Gray Quarter, Inc. ("Service Provider") will provide Professional Services to Santa Barbara County, CA Public Works Transportation for 7/1/24-6/30/25 time period ("Client") as defined below:

- Software Support and Administration for the Accela Civic Platform
 - Project-based work requests containing the following components:
 - Project Manager
 - Project Schedule
 - Defined start and end of project requirements
 - Project Deliverables
- Training

Travel Expenses

All support will be provided remotely unless it is requested to be addressed onsite. For onsite support, the actual amounts of any reasonable and customary travel expenses incurred during the performance of the Services will be billed to Client. Gray Quarter will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges, etc.). Gray Quarter will work with the Agency to manage and control expenses and will not incur expenses in excess of the initial contracted budget below without Agency's prior written consent. Expense receipts will be made available as requested by Agency.

Reporting and Documentation

All requests for Service ("Requests for Assistance") will be processed through Gray Quarter's management software. This will enable Gray Quarter to manage and fulfill all requests as well as capture service metrics. Gray Quarter will document requests to ensure that Client receives prompt, effective and consistent assistance. Upon request, Gray Quarter will produce the following reports:

- Detailed list of Requests for Assistance
- Detailed list of Hours worked by resource

Assumptions

Master Services Agreement for Services of Independent Contractor
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- Change management is client responsibility.
- Client will provide remote access to systems on an as needed to support Client requests.

Term of Agreement

If either party terminates this Agreement, Gray Quarter will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Gray Quarter the actual costs reasonably incurred by Gray Quarter in rendering such assistance.

Fees and Payment Schedule

Total not to exceed amount for this Professional Services Scope of Work is \$29,250.00 representing 150 hours of Professional Services at \$195 per hour and is exclusive of taxes and expenses. Hours will be billed in ½ hour increments. Invoices will be sent to Client on a Monthly basis and will become due and payable on the first day of each month. Submitted invoices must be paid by client within 30 days.

Services will be suspended if payment is not received within 5 days following date due.

Limitation of Liability

Other than any obligation to indemnify in this agreement, the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Gray Quarter shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Gray Quarter by the Client in connection with the Managed Services, or any actions taken by Gray Quarter at the Customer's direction; and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. This Limitation of Liability does not apply to damages caused by the gross negligence of Gray Quarter, Inc.

Confidentiality

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services and will protect against unauthorized use.

Miscellaneous

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between Client and Service Provider for software support. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Service Provider is not responsible for failure to render services due to circumstances

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beyond its control and in no way arising out of acts of God.

County Public Works Department personnel authorized to enact services:

Larry Lowman, IT Manager
Public Works Department
123 E. Anapamu St., Santa Barbara, CA 93101
Phone: 805-568-3052
Email: llozman@countyofsb.org

Exhibit A-5 Statement of Work maximum aggregate amount: \$29,250.00.

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EXHIBIT A-6

STATEMENT OF WORK

Public Works Department

GRAY QUARTER MANAGED SERVICES

This exhibit is bound by the terms of the “GRAY QUARTER MANAGED SERVICES TERMS” and describes the specific level of Managed Services that will be provided to the Client.

1. Managed Services.

1.1 **Tier 2/3.** Gray Quarter will provide remote Tier 2/3 support to Client administrators only and provide incident, problem, task, and question resolution services. Administrators with permission to request support shall not exceed 5 named users. Client can add or remove named Administrators should staffing change on Client side.

2. Service Level Agreements.

2.1 **Covered Items.** Gray Quarter will work to provide resourcing to meet timelines established for ticket resolution based on the severity of ticketing and type of ticketing. Gray Quarter will support all components of the approved in use production configuration of the Accela Civic Platform SaaS solution.

2.2 **Types.** The type of ticket is the initial determination on how a ticket will be processed and SLA assigned.

- **Incident and Problem.** These types of tickets are worked with the highest priority and are items that were working and are now broken or causing business disruptions.
- **Tasks.** These types of tickets are worked with second highest priority and are minor enhancement tasks or modifications to the supported configuration. Enhancements in the scope of Managed Services are estimated as low to moderate complexity tasks that can be completed by a single person and meet the following requirements.
- Task submitted must include clear requirements and acceptance criteria.
- Task must be single discipline items (ex. System Configuration, ACA Configuration, Report, or EMSE Script).
- Task submitted must be possible to complete in the system at time of submittal and not depend on another open task or pending feature. As an example, you may submit a request for a configuration change, then after configuration is complete and in production you may submit a new task for a report on the new configuration. You may not submit both tasks concurrently as the report would not be possible until the task

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for configuration is completed.

- **Questions.** These types of tickets are general questions about the Accela Civic Platform and will be completed as availability.

2.3 **Classification.** The type of ticket is the initial determination on how a ticket will be processed and SLA assigned.

- **Urgent.** This classification is for ticket items and is reserved for Incident and Problem types only and indicates that business is severely affected or cannot continue. (ex. A workflow is broken and cannot issue a building permit).
- **High.** This classification is for ticket items that are time sensitive in nature and should be completed by the next Standard Release. (ex. A fee schedule change that goes into immediate effect).
- **Normal.** This classification is used for the bulk of tickets and is for normal requests for support or changes to the system. (ex. Add a new workflow task for Police Department review).
- **Low.** This classification is used for non-time sensitive tasks, that can be completed as staffing time permits. (ex. Disable right of way permit that is no longer used in the system.)

2.4 **Response and Resolution Times.** The following response and resolution times will be used. In the event request exceed capacity the follow priority for resolution will be First Classification, then Incidents and Problems, Task, and Questions.

- **Urgent.** Initial Response two (2) hours, Estimation Response four (4) hours, Resolution one (1) business day. Eligible for Emergency Hotfix Release.
- **High.** Initial Response four (4) hours, Estimation Response eight (8) hours, Resolution five (5) business days. Eligible for Emergency Hotfix Release.
- **Normal.** Initial Response one (1) business day, Estimation Response two (2) business days, Resolution ten (10) business days. Release during next standard release after resolution.
- **Low.** Initial Response two (2) business days, Estimation Response four (4) business days, Resolution twenty (20) business days. Release during next standard release after resolution.

3. Requesting Support.

3.1 **Web.** (Preferred) Gray Quarter shall provide access to an online portal <https://help.grayquarter.com> that allows Client to submit and classify tickets. This is the preferred method of support request by Gray Quarter as it allows for accurate classification of tickets and SLA tracking.

3.2 **Phone.** Gray Quarter shall provide access to a monitored phone line 1-805-819-5820 during normal business hours.

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3.3 **Email.** Gray Quarter will create tickets and follow up via email when submitted to help@grayquarter.com. Email initiated tickets will be initially processed as normal priority.

4. Release Support.

4.1 **Standard Release.** Gray Quarter will establish a standard release schedule which will be used to promote all approved configuration to production. (ex. First Thursday of every month). During this release window all approved configurations will be promoted from non-production environments into production.

4.2 **Emergency Release.** Gray Quarter will assist customers with up to one (1) emergency release per quarter. Only Urgent severity tickets will qualify for emergency release consideration.

5. Business Hours.

5.1 **Standard.** Gray Quarter shall provide staffing between the hours of 7:30 AM and 5 PM Pacific Time.

5.2 **After Hours Support.** Gray Quarter shall provide one after-hours session per month for the purpose of deploying Standard Releases into the production environment. Gray Quarter will provide one after-hours emergency hotfix release into a production environment depending on staff availability.

5.3 **Holiday.** Gray Quarter staff observe the following 10 holidays. A calendar can be provided for specific dates on an as needed basis.

- New Years' Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People/Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

6. System Access.

6.1 **Accela Civic Platform.** Client will provide named user with admin level access to Gray Quarter for the purpose of supporting the environment.

6.2 **Reporting Database.** Client will provide Gray Quarter with Accela Enhanced Reporting Database (ERD) access. If ERD access is not available, then Client will request and provide copy from Accela

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to support reporting on an as needed basis. Client agrees that support tickets dependent on
database copies may be delayed due to time required to back up and restore databases.

6.3 **Reporting Files.** Client will provide Gray Quarter with access to the repository or the latest copy of all SSRS and/or Crystal Report files that are in use with the Accela.

6.4 **EMSE Scripting.** Client will provide Gray Quarter access to any existing EMSE Scripting repositories. If no script repository exists, Client agrees that Gray Quarter may create its own script repository and link it to Client Accela environment for the purpose of providing support.

7. Governance.

7.1 **Monthly Meeting.** Gray Quarter will participate in a monthly remote meeting with Client stake holders to review performance of Gray Quarter Managed Services, discuss problem tickets, discuss upcoming Accela related releases, and align with Client initiatives.

8. Compensation and Payment.

8.1 **Annual Billing.** Gray Quarter will bill the Client annually for the Managed Services described in Section #1 of this Exhibit A-6, above.

9. Renewal Pricing.

9.1 **Renewal.** At the end of current Term, the Client shall have the option to renew at existing rate plus no more than 7% increase per year tied to CPI.

County Public Works Department personnel authorized to enact services:

Larry Lowman, IT Manager
Public Works Department
123 E. Anapamu St., Santa Barbara, CA 93101
Phone: 805-568-3052
Email: llowman@countyofsb.org

Exhibit A-6 Statement of Work maximum aggregate amount: \$120,000.00.

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR 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 **\$350,000.00**.
- 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 and methodology contained in Exhibits A-1 through A-6, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, 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.

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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, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions 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. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

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

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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

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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

FEDERAL CLAUSES

Additional Federal Clauses Applicable for Federal Funding under this Agreement: (2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

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regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not 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.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal

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Government may pursue available remedies, including but not limited to suspension and/or debarment.

- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (ASAMENDED)

CONTRACTOR shall file the required certification attached as Exhibit E, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. PROCUREMENT OF RECOVERED MATERIALS

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
 - i. The date, nature, and circumstances of the conduct regarded as a change;
 - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;

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- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
 - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - What line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either--
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
 - ii. Countermand any communication regarded as a change;
 - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - In the contract price or delivery schedule or both; and
 - In such other provisions of the Agreement as may be affected.
 - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS

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The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

14. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C.3321.)

15. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OREQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also 2 CFR section 200.471.

17. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

18. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement. (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

19. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part

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182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). (WHEN FEDERAL FUNDS ARE USED AND FUNDED BY DEPT. OF HEALTH & HUMAN SERVICES)

20. SOFTWARE PURCHASES

Federal Requirement (45 CFR 95.617)

- A. County owns software, modifications, and associated documentation designed, developed or installed with Federal Financial Participation
- B. County grants an irrevocable license to federal government to use such software
- C. Does not apply to Commercial Off-the-Shelf (COTS) Software

21. OWNERSHIP CLAUSE

The County shall retain all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed with Federal Financial Participation (FFP). The U.S. Department of Health and Human Service (HHS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for Federal Government purposes such software, modifications, and documentation. Proprietary operating and third-party software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership and licensing provisions of this paragraph.

22. FORCE MAJEURE

CONTRACTOR shall be excused from liability if and to the extent some unforeseen event beyond the control of, and in no way attributable to any act or omission of or on behalf of, CONTRACTOR (for example, war, natural disasters, or other "Acts of God") prevents it from performing its obligations under the Agreement.

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EXHIBIT E

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:

760E7AC198474BD...

Brian Weber, Chief Revenue Officer

5/23/2024 | 12:15 PM PDT

Date

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EXHIBIT F

MANAGED SERVICES TERMS

These Managed Services Terms (these “**Terms**”) are attached to that certain Master Service Agreement by and between the County of Santa Barbara and Gray Quarter dated June 4, 2024 (the “**Agreement**”) and are incorporated into the Agreement by this reference. Unless otherwise expressly set out in these Terms or an applicable Order for Managed Services, all terms and conditions of the Agreement in respect of services and software apply equally to the Managed Services. Capitalized terms used but not defined in these Terms have the meaning given to them in the Agreement.

1. Managed Services. Gray Quarter’s managed services (the “**Managed Services**”) may include, but are not limited to, (i) service work to configure and implement requirements for Customer’s use of the Hosted Services; (ii) review of Customer’s existing configuration and usage of Hosted Services and certain third party technologies; and (iii) other supporting services related to the configuration, use and maintenance of the Hosted Services. Managed Services are intended to be purchased after Customer’s initial configuration of the Hosted Services and address non-complex enhancements and services tasks. Initial and complex or expanded work to configure, scope Customer requirements or otherwise implement the Hosted Services for Customer use are provided through Gray Quarter professional services work (“**Professional Services**”) and are not Managed Services. Any Professional Services require the execution of a separate Professional Services Agreement and one or more statements of work. These Terms and the Agreement do not apply to Professional Services.

2. Additional Terms.

2.1. Customer agrees to provide Gray Quarter with all information, materials, rights of access and licenses as required for Gray Quarter to perform the Managed Services (collectively, “**Customer Materials**”) as well as access to Customer’s stakeholders who are empowered to make decisions concerning the Managed Services. Customer acknowledges that Gray Quarter’s performance of the Managed Services is contingent upon: (a) timely delivery of Customer Materials; (b) availability of Customer’s stakeholders and (iii) access to and availability of the third party software environment used by Customer.

2.2. Customer acknowledges and agrees that: (a) Customer is solely responsible for the accuracy and quality of the information it provides to Gray Quarter in connection with the Managed Services; and (b) Customer must evaluate and bear all risks associated with its reliance on the accuracy, completeness or usefulness of Managed Service findings and recommendations, if any.

2.3. Unless prohibited under the Agreement or applicable Order, (i) Managed Services payments are non-cancellable and non-refundable, and (ii) Customer’s purchase of Managed Services will be automatically renewed on a periodic basis (monthly unless otherwise stated in an Order) of Customer’s first purchase and for successive periods thereafter until terminated by Customer or upon the expiration or termination of the Agreement. Gray Quarter may pro rate Managed Services fees to make them coterminous with Hosted Services purchased under the Agreement.

2.4. Gray Quarter represents and warrants that the Managed Services will be performed in a professional and timely manner. Other than any obligation to indemnify or as to damages caused by Gray Quarter’s gross negligence in the performance agreement, Customer’s remedy will be, as commercially practicable, Gray Quarter’ re-performance of deficient Managed Services. Gray Quarter disclaims all liability related to third party software or systems utilized by Customer.