

# DRAFT

## AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH FILIPPIN ENGINEERINS INC. (BC No. 22-025)

Pursuant to Paragraph 30 of the Agreement for Services of Independent Contractor (hereinafter AGREEMENT) entered into on July 1, 2021, as BC No. 22-025, between the **Santa Barbara County Flood Control and Water Conservation District** (hereafter COUNTY), and **Filippin Engineering Inc.** having its principal place of business at 354 S. Fairview Avenue, STE D, Goleta, CA 93117 (hereafter CONTRACTOR), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

1. **Agreement is hereby amended to include paragraphs 48 and 49:**

**48. PROHIBITION ON CERTAIN TELECOMM PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
  - i. Procure or obtain;
  - ii. Extend or renew a contract to procure or obtain; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. 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).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. 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.
- E. 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.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR § 200.471.

**49. 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.
  - 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.

**2. Exhibit B, paragraph A is hereby amended to read:**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$600,000**.

**3. Exhibit B is hereby amended to include paragraph G:**

- G. CONTRACTOR shall comply with applicable federal labor standards, including without limitation, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality, and its implementing regulations and policies (Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) issued by the Secretary of Labor. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. In the event that there are different state and federal wage decisions for the same classification of work, the higher of the two wage decisions shall apply. CONTRACTOR shall maintain documentation that demonstrates compliance with hour and wage requirements of this part, which shall be made available to the COUNTY for review upon request.

In all other respects, the AGREEMENT remains unchanged and in full effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

Santa Barbara County Flood Control &  
Water Conservation District

**CONTRACTOR:**  
**Filippin Engineering Inc.**

By: \_\_\_\_\_  
Scott D. McGolpin  
Public Works Director

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

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

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Manager

By: \_\_\_\_\_  
Risk Management