

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
WITH SIMPLER SYSTEMS, INC.  
FOR INFORMATION TECHNOLOGY SERVICES**

This is a First Amendment (First Amendment to the Agreement) to the Agreement for Services of Independent Contractor, number *BC#17-107* (Agreement) by and between the **County of Santa Barbara** (COUNTY) and **Simpler Systems, Inc.** (CONTRACTOR).

**WHEREAS**, on June 21, 2016, COUNTY approved the Agreement with CONTRACTOR for the continued provision of Information Technology Services;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

**The Agreement is amended as follows:**

1. Section 1, **DESIGNATED REPRESENTATIVE**, of the Agreement is amended to state in its entirety:

Joseph D. Toney, Assistant Director, General Services, at phone number (805) 568-2678 is the designated representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Barry Taugher at phone number (805)882-1848 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Section 2, **NOTICES**, of the Agreement is amended to state in its entirety:

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:            Joseph D. Toney, Assistant Director  
                              105 E Anapamu, Room 108  
                              Santa Barbara, CA 93101  
                              (805) 568-2678

To CONTRACTOR:    Barry Taugher  
                              Vice President  
                              Simpler Systems, Inc.  
                              1233-B State Street 93101  
                              FAX (805) 882-1855

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. 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. The sentence immediately prior to Section 34, **MANDATORY DISCLOSURE**, shall be amended to read as follows:  
**The following five sections apply if federal funds are used for payment under this Agreement.**

4. Section **34. MANDATORY DISCLOSURE**, of the Agreement is amended to state in its entirety:

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](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 or 45 CFR 75.371 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 376, and 31 U.S.C. 3321.)

5. Section 35, **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**, of the Agreement is amended to state in its entirety:

CONTRACTOR shall comply with the requirements of 2 CFR Part 200 and 2 CFR Part 300, which are hereby incorporated by reference in this Agreement.

6. Add Section **40. PROCUREMENT OF RECOVERED MATERIALS**:

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. Exhibit A is replaced in its entirety with *Revised* Exhibit A, Statement of Work.
8. In all other respects, the Agreement remains unchanged and shall remain in full effect.

*Revised Exhibit A*  
Statement of Work

As requested by the COUNTY, CONTRACTOR shall assist COUNTY by providing information technology consulting and/or the following services:

- Synchronize new tables and/or datasets to the Simpler database(s)
- Analyze data in order to create custom queries or modify existing queries
- Create new or modify existing templates
- Test and validate new and existing data apps
- Respond to questions, feedback and request during the data validation and testing process
- Provide end-user training
- Create training videos unique to the clients organization
- Provide technical training and documentation for County developers
- Provide other general technical and support services, as needed
- Consult with County staff on design and/or architecture of County *operated* systems
- Maintenance
- *Create interfaces between various County operated systems*
- *Develop web based forms as needed*
- *Develop documentation on data captured in various tables*
- *Provide needed programming as defined by the COUNTY in consultation with CONTRACTOR*

Any of the above services could be applied to COUNTY provided data generated systems.

In the event that a new software or system project arises that would require a licensing or maintenance agreement, a new contract would be created.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 45 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of Agreement.

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First Amendment to the Agreement between the **County of Santa Barbara** and **Simpler Systems, Inc.**

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
Das Williams  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

General Services

**CONTRACTOR:**

Simpler Systems, Inc.

By:   
Department Head

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

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

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


**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**


Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy County Counsel

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management

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**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
Das Williams  
Chair, Board of Supervisors

Date: \_\_\_\_\_


**RECOMMENDED FOR APPROVAL:**

General Services

**CONTRACTOR:**

Simpler Systems, Inc.

By: \_\_\_\_\_  
Department Head

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

Name: Barry Tausher  
Title: Vice-President

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Risk Management

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