

**AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
(CONTRACT NO. BC21-274)**

THIS AMENDMENT NO. 1 hereby amends the Agreement for Services of Independent Contractor (hereafter Agreement) dated May 24, 2022, between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Accenture LLP (hereafter CONTRACTOR).

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement on May 24, 2022 for CONTRACTOR to provide services for the deployment of Workday software in three phases for a total contract amount not to exceed \$7,251,500, including cost reimbursements for travel expenses not to exceed \$242,000, for the term of July 5, 2022 through December 31, 2024;

WHEREAS, pursuant to the authority delegated by the Board of Supervisors to the County Executive Officer to authorize change orders to the Agreement in a contingency amount not to exceed \$725,150, the County Executive Officer has authorized change orders totaling \$725,150, thereby increasing the contract amount to \$7,976,650;

WHEREAS, after services commenced on Phase 1 and Phase 2 of the project, COUNTY requested CONTRACTOR pause further services for Phase 2 and repurpose the remaining payment milestones in the Agreement related to Phase 2 towards extending services for Phase 1, which was executed through a change order authorized by the County Executive Officer;

WHEREAS, COUNTY has determined a revised go-live date of August 1, 2025 for Phase 1, which requires an extension to the term and additional services from CONTRACTOR beyond what is provided for in the Agreement, as amended by change orders;

WHEREAS, COUNTY anticipates the cost of the additional services of CONTRACTOR for extending Phase 1 through August 2025 to be \$598,747.76, which will be partially offset by reducing the not to exceed cost reimbursement amount for travel expenses from \$242,000 to \$115,500, with the remaining \$472,247.76 provided for by increasing the contract amount;

WHEREAS, COUNTY has determined that the Workday Learning Management System, originally included in Phase 2 of the project, would be beneficial to resume implementing with additional services from CONTRACTOR concurrent with Phase 1 to provide a platform for administering Countywide training for Phase 1 and for other Countywide training needs;

WHEREAS, COUNTY anticipates the cost of the additional services of CONTRACTOR for implementing the Workday Learning Management System concurrent with Phase 1 to be \$176,748.00, which will be provided for by increasing the contract amount;

WHEREAS, COUNTY and CONTRACTOR do not otherwise wish to amend the terms of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained therein, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Section 4. Term is hereby deleted in its entirety and replaced with the following: "CONTRACTOR shall commence performance on July 5, 2022 and end performance upon completion, but no later than December 31, 2025 unless otherwise directed by COUNTY or unless earlier terminated."

2. Exhibit B, Section A, is hereby deleted in its entirety and replaced with the following: "For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$8,625,645.76. If at any point CONTRACTOR believes actual fees may exceed the total contract amount, CONTRACTOR shall promptly notify COUNTY and COUNTY and CONTRACTOR will work together to attempt to mitigate the additional fees. After all mitigation efforts are complete by CONTRACTOR and COUNTY, any remaining excess fees will be documented with a mutually agreed upon change order pursuant to the Change Control Process defined in Exhibit A - Statement of Work. CONTRACTOR will not perform services for COUNTY that would result in COUNTY being invoiced amounts in excess of the total contract amount set forth above absent a mutually executed change order.
3. Exhibit B, Section E, is hereby deleted in its entirety and replaced with the following: "CONTRACTOR will invoice COUNTY for travel expenses as they are incurred, provided the travel expenses shall not exceed \$115,500 and shall be invoiced separately according to Accenture's Travel Policy which is set forth in **Exhibit A** - Statement of Work. All travel will be pre-approved by COUNTY before being booked. CONTRACTOR shall provide receipts of non-per-diem travel expenses for \$25 or more with its invoices for reimbursement.

Ratifications. The terms and provisions set forth in this Amendment No. 1 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this Amendment No. 1, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

Counterparts. This Amendment No. 1 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures of following page)

Amendment No. 1 to Agreement for Services of Independent Contractors between the County of Santa Barbara and Accenture LLP.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: Shirley de la Guerra
Deputy Clerk

By: [Signature]
Chair, Board of Supervisors
Date: 12-17-24

RECOMMENDED FOR APPROVAL:
Information Technology Department

CONTRACTOR:
ACCENTURE LLP

DocuSigned by:
By: Chris Chirgwin
D97209A7A68A4A0
Department Head

DocuSigned by:
By: Mary Sheffield
47E748548DCC47B
Authorized Representative
Mary Sheffield
Name: _____
Title: Managing Director

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

Signed by:
By: Lauren Wideman
8F464D822C84458...
Deputy County Counsel

Signed by:
By: Shawna Jorgensen
BF6DB8D7D6344E6...
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

Signed by:
By: Greg Milligan
05F555F00269486...
Risk Management