

Attachment C

First Amendment to the Precinct Central Electronic
Poll Book Contract with Tenex Software Solutions

FIRST AMENDMENT

TO THE PRECINCT CENTRAL ELECTRONIC POLL BOOK CONTRACT
BY AND BETWEEN
TENEX SOFTWARE SOLUTIONS, INC. AND THE COUNTY OF SANTA BARBARA

This First Amendment to the Precinct Central Electronic Poll Book Contract (“First Amendment”) is made and entered into as of this 4th day of May, 2022 (the “Effective Date”) by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and Tenex Software Solutions, Inc. a Florida corporation (“TENEX”).

RECITALS

WHEREAS, on April 19, 2022, the COUNTY and TENEX entered into a Precinct Central Electronic Poll Book Contract (the “Agreement”); and

WHEREAS, on April 27, 2022 TENEX discovered that a component of the Agreement would not meet the requirements for the system and notified COUNTY with an option for a replacement component; and

WHEREAS, TENEX has identified the replacement components cost to be \$225.00 each, which is \$75.00 above the original price quoted; and

WHEREAS, the COUNTY desires to replace the component with the recommended replacement component and pay the additional \$7,500; and

WHEREAS, the Board of Supervisors has authorized the County Clerk-Recorder-Assessor, or designee, to approve and sign amendments to the components and services of this Agreement, with concurrence of County Counsel, Auditor-Controller and Risk Management, if the total cost of the amendments does not exceed 10% of the Agreement’s not to exceed amount;

WHEREAS, the COUNTY and TENEX desire to amend the Agreement to increase the not to exceed amount from \$621,000 to \$628,500 and update Exhibit B-1 Payment Arrangements Pricing and Pricing and Deliverables Summary; and

THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the COUNTY and TENEX agree as follows:

AMENDMENT

- 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- 2. Customer Option.** This First Amendment, when properly executed, amends the above referenced original Precinct Central Electronic Poll Book Contract to replace the purchase of

100 of the Large Carrying Cases (Part number WG987878PYA) configured to hold 1 Touchpad, 2 Epson printers, cords and accessories, with 100 of the replacement Large Carrying Cases (Part number 13674516) configured to hold 1 Touchpad, 2 Epson printers, cords and accessories.

3. **Amendment to Exhibit A Pricing and Deliverables Summary.** Exhibit A is hereby amended to replace the component with a part number of WG987878PYA, Product described in section 3. as follows:

Product Description	Quantity	Unit Price	Total	Initial Purchase
Hardware - Large Carrying Cases & Tags (holds: 1 Touchpads, 2 Epson printers, cords and accessories)	100	\$ 150.00	\$ 15,000.00	\$ 15,000.00

With the component with a part number of #13674516 and described below:

Product Description	Quantity	Unit Price	Total	Initial Purchase
Hardware - Large Carrying Cases & Tags (holds: 1 Touchpads, 2 Epson printers, cords and accessories)	100	\$ 225.00	\$ 22,500.00	\$ 22,500.00

4. **Amendments to Exhibit B.** Exhibit B is hereby amended to replace section A as follows: For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 628,500.

Payment Delivery Schedule shall be amended for the Deliverable Name: Hardware/Infrastructure Setup, Delivery and Acceptance to reflect an Invoice Amount of \$95,300.

5. **All Other Terms.** Except as expressly amended in this First Amendment, all other Agreement terms shall remain in full force and effect.

6. **Execution of Counterparts.** This First Amendment 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.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective as of the Effective Date.

COUNTY OF SANTA BARBARA

CONTRACTOR

JOSEPH E. HOLLAND
Clerk, Recorder, and Assessor

Tenex Software Solutions, Inc.

By: *Renee Bischof*
Chief Deputy Registrar of Voters

By: *Ravi Kallem*
Ravi Kallem
President

Date: 5/4/2022 | 8:49 AM PDT

Date: 5/4/2022 | 9:28 AM PDT

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: *Anne Kierson*
Deputy County Counsel

By: *C. Schaffer*
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

By: *Greg Milligan*
Risk Management