

Attachment A

Second Amendment to Workday Contract

Second Amendment to Contract for Subscription Rights, Delivery Assurance Services, and Training (BC 21273)

THIS SECOND AMENDMENT to Contract for Subscription Rights, Training (“Amendment”) is made by and between the County of Santa Barbara, a political subdivision of California (“County”) and Workday, Inc. (“Workday” and together with the County, collectively, the “Parties” and each individually a “Party”) to amend the Contract for Subscription Rights, and Training between the Parties dated May 24, 2022, as amended by that certain First Amendment dated June 25, 2024 (as amended by the First Amendment, the “Contract”).

The Contract is hereby amended as follows:

1. Paragraph B of Section 1 of the Contract is amended to read in its entirety as follows:
“Order Form #00344646.0 for Subscription Rights in an amount not to exceed \$26,094,589 for the Order Form Term of May 27, 2022, through June 30, 2037;”

2. Section 1 of the Contract is amended to add new paragraphs E and F as follows:

“E. Order Form for a development tenant in a maximum aggregate amount not to exceed \$43,200 for an initial twelve (12) month term beginning December 1, 2025, in the form of the Form of Implementation Tenant Order Form attached hereto as Exhibit E.

F. Order Form #439537 in a maximum aggregate amount not to exceed \$60,965 for the period of February, 2024, through August 11, 2025, for training credits.”

3. Section 3 of the Contract is hereby amended to read in its entirety as follows:

“The maximum aggregate amount payable under this Contract is not to exceed **\$26,960,589**, which is the sum of the not-to-exceed amounts of the Order Forms listed in Section 1 of the Contract, as amended, plus \$15,787 for additional training courses already purchased and a supplemental services amount not to exceed \$400,000 (“Supplemental Services Amount”), which Supplemental Services Amount may be expended pursuant to additional order forms executed by the Chief Information Officer, in substantially the form of the Order Forms listed in Section 1, above, for additional tenants or training credits for the period of January 13, 2026 through June 30, 2030.”

Ratifications. The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Amendment No. 1. The terms and provisions of the Agreement and Amendment No. 1, except as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and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 Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date executed by COUNTY ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By:

Deputy Clerk

COUNTY OF SANTA BARBARA:

By:

Bob Nelson, Chair
Board of Supervisors

Date:

RECOMMENDED FOR APPROVAL:

Information Technology Department

By:

DocuSigned by:
Chris Chirgwin
D07200A7A68A4A0...

Department Head

CONTRACTOR:

Workday, Inc.

By:

Marina Chinn
Marina Chinn (Jan 9, 2026 14:39:50 PST)

Authorized Representative

Name:

Marina Chinn

Title:

VP, Sales and Marketing Finance

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:

Signed by:
Lauren Wideman
8F464D822C84458

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:

Signed by:
Shawna Jorgensen
DF6DB6D7D6344E6...

Deputy

APPROVED AS TO FORM:

Risk Management

By:

Signed by:
Marisa Kahn
AB42E39273FD416

Risk Management