

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR  
VERINT WORKFORCE MANAGEMENT SYSTEM UPGRADE**

**Santa Barbara County**  
Department of Social Services

***First Amendment***

This is a *First Amendment* (*First Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **NEC Corporation of America dba NEC(NEW) Corporation of America** (CONTRACTOR).

**WHEREAS**, on April 20, 2021, COUNTY approved the Agreement for Services of Independent Contractor, number BC# 20-266, (Agreement) with CONTRACTOR for the provision of Verint Workforce Management System Upgrade;

**WHEREAS**, the initial term of the Agreement commenced on May 1, 2021, and is set to expire on July 31, 2021; and

**WHEREAS**, the parties now desire to amend Agreement to extend the term through December 31, 2021 (First Extension Period).

**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 4, **TERM**, of the Agreement is amended by adding the following language:

*For the First Extension Period*, CONTRACTOR shall commence performance on **May 1, 2021** and end performance upon completion, but no later than **December 31, 2022** unless otherwise directed by COUNTY or unless earlier terminated.

2. Section A of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$7,580.32** for the period of *May 1, 2021 through December 31, 2021*.

In all other respects, the Agreement remains unchanged and shall remain in full effect.

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First Amendment to the Agreement between the **County of Santa Barbara** and **NEC Corporation of America DBA NEC(NEW) Corporation of America (NEC)**.

**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

By: *Shirley McGuire*  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: *Bob Nelson*  
Bob Nelson, Chair  
Board of Supervisors

Date: 8-17-2021

**RECOMMENDED FOR APPROVAL:**

Social Services

By: DocuSigned by:  
*Daniel Melson*  
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Department Head

**CONTRACTOR:**

NEC Corporation of America DBA NEC(NEW)  
Corporation of America (NEC)

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

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

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

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: DocuSigned by:  
*Paul Lee*  
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Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: DocuSigned by:  
*Robert Geis*  
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Deputy

**APPROVED AS TO FORM:**

Risk Management

By: DocuSigned by:  
*Ray Aramatorio*  
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Risk Management

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**First Amendment to the Agreement between the County of Santa Barbara and NEC Corporation of America  
DBA NEC(NEW) Corporation of America (NEC).**

**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: \_\_\_\_\_  
Bob Nelson, Chair  
Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Social Services

**CONTRACTOR:**

NEC Corporation of America DBA NEC(NEW)  
Corporation of America (NEC)

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

By:   
Authorized Representative

Name: SCOTT DRURY  
Title: NATIONAL SALES DIRECTOR

**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:**

Risk Management

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