

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
FOR CALWIN PRINT AND MAILING SERVICES**

Santa Barbara County  
Department of Social Services

**Third Amendment**

This is an amendment (hereafter referred to as the Third Amendment to the Agreement) to the Agreement for Services of Independent Contractor, referenced as number BC# 14-011 (the "Agreement") by and between the **County of Santa Barbara** (COUNTY) and **BIT California, LLC dba Document Fulfillment Services (DFS)** (CONTRACTOR), as amended by the First and Second Amendment of the Agreement for the continued provision of CalWORK's Information Network (CalWIN) System Printing and Mailing Services.

RECITALS

*Whereas, this Third Amendment to the Agreement (hereafter reference to as the Extension Period) incorporates the terms and conditions set forth in the original Agreement, approved by the County Board of Supervisors on June 4, 2013 as amended by the First Amendment to the Agreement, approved by the County Board of Supervisors on January 5, 2016; and as amended by the Second Amendment to the Agreement, approved by the County Board of Supervisors on April 5, 2016.*

*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:

**1. DESIGNATED REPRESENTATIVE.** Lauren Moore, at phone number (805) 681-4529 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Eric Bambury at phone number (916) 266-7960 is the authorized representative for the 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:

**2. NOTICES.** 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, email or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:                      Lauren Moore, Data Processing Manager  
   234 Camino Del Remedio, Santa Barbara, CA 93110  
   FAX (805) 681-4403

To CONTRACTOR:     *Eric Bambury, President/CEO*  
                              *2930 Ramona Ave. #100, Sacramento, CA 95826*  
                              *FAX: (916) 374-9011*

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. Section 4, TERM, of the Agreement is amended to state in its entirety:

**4. TERM.** *For the second extension period, CONTRACTOR shall commence performance on March 1, 2017 and end performance upon completion, but no later than February 28, 2018 ("Second Extension Period"), unless otherwise directed by COUNTY, or unless earlier terminated.*

4. Section 9, CONFLICT OF INTEREST, is amended to state in its entirety:

**9. CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

5. Section 12, RECORDS, AUDIT, AND REVIEW, of the Agreement amends the first paragraph only to state:

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY. If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY,

CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

6. Section 31, DEBARMENT AND SUSPENSION, is added to the Agreement as follows:

**31. DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

7. Section 32, CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, is added to the Agreement as follows:

**32. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

8. Section 33, PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING, is added to the Agreement as follows:

**33. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING.**

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

9. Section 34, SUBAWARD (ASSIGNABILITY, SUBCONTRACT), is added to the Agreement as follows:

**34. SUBAWARD (ASSIGNABILITY, SUBCONTRACT).** CONTRACTOR shall comply with the requirements of 2 CFR Part 300 which is hereby incorporated by reference in this Agreement.

10. Section A of Exhibit B is amended to state in its entirety:

A. For CONTRACTOR services to be rendered *for the Second Extension Period* under this *Agreement*, as amended by the Third Amendment to the Agreement, Contractor shall be paid a total contract amount, including cost reimbursements, not to exceed **\$511,740** (\$170,580 for FY 16/17 (March 1, 2017 to June 30, 2017) and \$341,160 for FY 17/18 (July 1, 2017 to February 28, 2018)). Accordingly, the total contract amount for the initial term through the Second Extension Period shall not exceed **\$2,038,740** (\$1,527,000 for FY's July 1, 2013 through February 28, 2017, plus \$511,740 for the Second Extension Period.).

Third Amendment to Agreement for services of Independent Contractor between the **County of Santa Barbara** and **BIT California, LLC dba Document Fulfillment Services (DFS)**.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Agreement to be effective on the date executed by County.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

**COUNTY OF SANTA BARBARA:**

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

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

**RECOMMENDED FOR APPROVAL:**

Social Services

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

**CONTRACTOR:**

BIT California, LLC dba Document  
Fulfillment Services (DFS)

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

Name: Eric Bambury

Title: President/CEO

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

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

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Falatti, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Risk Management

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