

SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR ANNUAL MAINTENANCE OF THE INTERACTIVE VOICE RESPONSE SYSTEM FOR FUSION (TFB)

Santa Barbara County
Department of Social Services

Second Amendment

This is a *Second Amendment* (*Second 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 (NEC) dba NEC(NEW) Corporation of America (CONTRACTOR)**.

WHEREAS, on August 28, 2018, the COUNTY approved the Agreement for Services of Independent Contractor, number BC#19-095, (Agreement) for annual maintenance of the Interactive Voice Response (IVR) System for Fusion (TFB);

WHEREAS, the initial term of the Agreement commenced on July 1, 2018 and expired on June 30, 2019;

WHEREAS, on May 27, 2019, COUNTY exercised the option to extend the Agreement for the period of July 1, 2019 through June 30, 2020;

WHEREAS, on January 28, 2020, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2020 through June 30, 2021 (First Extension Period); and

WHEREAS, the parties now desire to amend the Agreement to increase yearly amounts for years Y3 (7/1/2020-6/30/2021), Y4 (7/1/2021-6/30/2022) and Y5 (7/1/2022-6/30/2023); and

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 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 **\$83,033.07** for the period of July 1, 2020 through June 30, 2021, not to exceed **\$85,344.46** for the period of July 1, 2021 through June 30, 2022 and not to exceed **\$87,724.73** for the period of July 1, 2022 through June 30, 2023. A \$6,000 contingency amount is added to the current and each of the two remaining fiscal years for payment of professional services outside the annual maintenance agreement.

Department of Social Services (SITE C242025841) FUSION (TFB) IVR System COVERED COMPONENTS LIST:

Description	UOM	QTY
CTI SERVER SYSTEM - 144 SIP PORTS	EA	2
MEDIA SERVER SYSTEM	EA	1
TOTAL ANNUAL AMOUNT:		\$50,010.00

If new or additional equipment is added to the Covered Components List subsequent to the date of the initial term of this **EXHIBIT B**, a new service fee will be calculated, to reflect the increased scope of service. New or additional equipment shall be subject to written approval by the COUNTY.

Pricing contained in this **EXHIBIT B** is applicable for the 2018-2019 service term. To the extent the COUNTY elects to exercise its option for an additional year of service, not-to-exceed pricing for the additional terms shall be adjusted accordingly:

1. **EXHIBIT B** pricing under the Covered Components List shall be adjusted based on the adjusted change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI), U.S. City Average all items, 1984 = 100, as published by the U.S. Bureau of Labor Statistics for the previous calendar year. However, in no case shall an annual upward adjustment exceed 3 percent regardless of the amount of change in the CPI for years 2 - 5. For example, if the CPI factor is 3 percent, the cost schedule for the following years is:

Year	Coverage Dates	Amount Fusion Phase 1	Year	Amount Fusion Phase 2	Contingency	Revised total
Y1	7/1/2018-6/30/2019	\$50,010.00		0.	0.	\$50,010.00
Y2	7/1/2019-6/30/2020	\$51,510.30		0.	0.	\$51,510.30
Y3	7/1/2020-6/30/2021	\$53,055.61	Y2	\$23,977.46	\$6,000.00	\$83,033.07
Y4	7/1/2021-6/30/2022	\$54,647.28	Y3	\$24,697.18	\$6,000.00	\$85,344.46
Y5	7/1/2022-6/30/2023	\$56,286.70	Y4	\$25,438.03	\$6,000.00	\$87,724.73

2. Price adjustments are determined by calculating the CPI factor in effect on March 1st, immediately prior to the adjustment date. To calculate the new price the CPI factor shall be multiplied by prior term price. If the CPI factor is greater than 1.03, then the CPI factor 1.03 shall be used in the calculations.
3. To the extent the COUNTY does not expend the entire contract amount for the term, the remaining balance shall not be added to the total contract amount for the renewal term.

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

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

IN WITNESS WHEREOF, the parties have executed this Second 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 de la Guerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

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

Date: *4/29/2021*

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: *Daniel Nielson*
Daniel Nielson

CONTRACTOR:

NEC Corporation of America dba NEC(NEW)
Corporation of America

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: *Paul Lee*
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *Robert Guis*
Deputy

APPROVED AS TO FORM:

Risk Management

By: *Ray Aromatorio*
Risk Management

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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:

Department of Social Services

By: _____
Daniel Nielson

CONTRACTOR:

NEC Corporation of America dba NEC(NEW)
Corporation of America

By: _____
Authorized Representative

Name: SCOTT DRURY
Title: NATIONAL SALES DIRECTOR

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management