SECOND AMENDMENT TO THE BALLOT PRINT AND MAIL SERVICES AGREEMENT

between

COUNTY OF SANTA BARBARA

and

Runbeck Election Services, Inc., an Arizona corporation

For FY 2021-22

THIS IS THE SECOND AMENDMENT (hereafter Second Amendment) to the Ballot Print and Mail Services Agreement (hereafter Agreement) made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) located at 4440-A Calle Real, Santa Barbara, CA 93110 and Runbeck Election Services, Inc., an Arizona corporation (hereafter Runbeck or CONTRACTOR), with its principal offices located at 2800 S. 36th Street, Phoenix, AZ 85034.

WHEREAS, the parties desire to amend the Agreement to extend the term for an additional year through June 30, 2022 and increase certain pricing effective July 1, 2021; and

WHEREAS, this Second Amendment incorporates the terms and conditions set forth in the original Agreement approved by the County Board of Supervisors on June 18, 2019, as amended; and

WHEREAS, the Agreement was included in the Fiscal Year 2021-22 ongoing contracts list as approved by the Board of Supervisors;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Runbeck agree as follows:

THE AGREEMENT IS AMENDED AS FOLLOWS:

1. Section 2.1, **Term**, is replaced with the following:

Section 2.1 <u>Term.</u> The term of this Agreement shall start on July 1, 2019 and continue until the last day of June 2022. Except for the termination provisions contained herein at Section 11, this Agreement may not be terminated during the term.

- 2. In Exhibit A PRICING SCHEDULE, the bullet points
 - "Outgoing 5 7/8" x 9.5" White Envelope = .07 per envelope"
 - "Reply 5 5/8" x 9" White Envelope with hole punch = .09 per envelope"
 - "Reply 5 5/8" x 9" Colored Envelope with hole punch = .09 per envelope"

are replaced with

- "Outgoing 5 7/8" x 9.5" White Envelope = .0735 per envelope"
- "Reply 5 5/8" x 9" White Envelope with hole punch = .0945 per envelope"
- "Reply 5 5/8" x 9" Colored Envelope with hole punch = .0945 per envelope"
- 3. In **Exhibit A PRICING SCHEDULE**, the sentence "For all requests with a quantity less than 100,000, Runbeck will prepare a quote and determine envelope pricing based on the actual quantity, with a price per envelope not-to-exceed \$0.37." is replaced with:

Second Amendment to Master Agreement with Runbeck Election Services. Effective 7/1/2021

For all requests with a quantity less than 100,000, Runbeck will prepare a quote and determine envelope pricing based on the actual quantity, with a price per envelope not-to-exceed \$0.3885.

4. In Exhibit A - PRICING SCHEDULE, the sentences "Amount not to exceed \$550,000 for Fiscal Year July 1, 2020 through June 30, 2021. In the event unanticipated election needs are requested from Runbeck and the anticipated amount will exceed \$550,000 in the Fiscal Year, a revised ceiling will need to be established in mutual agreement by both parties, otherwise Runbeck will need to cease fulfillment." are replaced with:

Amount not to exceed \$600,000 for Fiscal Year July 1, 2021 through June 30, 2022. In the event unanticipated election needs are requested from Runbeck and the anticipated amount will exceed \$600,000 in the Fiscal Year, a revised ceiling will need to be established in mutual agreement by both parties, otherwise Runbeck will need to cease fulfillment.

ALL OTHER TERMS REMAIN IN FULL FORCE AND EFFECT.

Second Amendment to Agreement between the County of Santa Barbara and Runbeck Election Services Inc., an Arizona corporation.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement to be effective on July 1, 2021.

COUNTY OF SANTA BARBARA
COUNTY BOARD OF SUPERVISORS

CONTRACTOR

Runbeck Election Services, an Arizona corporation

Bob Nelson, Chair

Board of Supervisors

Data: 7/12/2

Vice President of Sales

Date: 5/20/2021 | 4:24 PM PDT

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

MICHAEL C. GHIZZONI COUNTY COUNSEL	BETSY M. SCHAFFER, CPA, CPFO AUDITOR-CONTROLLER
By:lunc Kicrson Deputy County Counsel	By:Robert W. Guis
APPROVED AS TO FORM: RISK MANAGEMENT	RECOMMENDED FOR APPROVAL: JOSEPH E. HOLLAND CLERK-RECORDER-ASSESSOR
By:	By: Joseph E. Holland