## SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR CALWORKS INFORMATION SYSTEM PRINTING AND MAILING SERVICES

## 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 **Bit California**, **LLC dba Document Fulfillment Services** (CONTRACTOR).

WHEREAS, on January 23, 2018, the COUNTY approved the Agreement for Services with Independent Contractor, BC#18-160, (Agreement) with CONTRACTOR for the provision of CalWORK's Information Network (CalWIN) system printing and mailing services;

WHEREAS, the initial term of the Agreement commenced on February 1, 2018 and expired on June 30, 2022;

WHEREAS, on May 10, 2022, 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, 2022 through June 30, 2023 (First Extension Period); and

**WHEREAS**, the parties now desire to amend the Agreement to increase the total contract amount for the 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 42, PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT, is added to the Agreement:

CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- 2. Section A of **EXHIBIT B** of the Agreement 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 \$2,400,000 for the period of February 1, 2021 through June 30, 2022, and not to exceed \$880,000 for the period of July 1, 2022 through June 30, 2023.

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

<b>IN WITNESS WHEREOF,</b> the parties have executed this Second Amendment to the Agreement to be effecting the date executed by COUNTY.	
ATTEST:	COUNTY OF SANTA BARBARA:
Mona Miyasato	
County Executive Officer	<i>F</i> 7 <i>F</i>
Clerk of the Board	1/2//
By Sheifa dlabuma	By: ///S/N//////
Deputy Clerk	Das Williams, Chair
	Board of Supervisors
	Date: 5-2-23
RECOMMENDED FOR APPROVAL:	CONTRACTOR:
Department of Social Services	Bit California, LLC dba Document Fulfillment Services
DocuSigned by:	DocuSigned by:
By: Vaniel Melson	By: Eric Bambury
Department Head	Authorized Representative
	Name: Eric Bambury
	Title: President/CEO
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING FORM:
Rachel Van Mullem	Betsy M. Schaffer, CPA
County Counsel	Auditor-Controller
DocuSigned by:	DocuSigned by:
on Paul lee	By: Robert Guis
By: Paul (CC Deputy County Counsel	Deputy Deputy
APPROVED AS TO FORM:	
Greg Milligan, ARM	
Risk Management	
DocuSigned by:	
By: Grig Milligan	
Risk Management	