## **FIRST AMENDMENT**

## TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between
County of Santa Barbara
and
Satellite Tracking of People LLC (STOP)

This is the First Amendment ("First Amendment") to Agreement For Services of Independent CONTRACTOR, BC 21057 ("Agreement"), by and between the County of Santa Barbara ("COUNTY") and Satellite Tracking of People LLC (STOP) ("CONTRACTOR"), to provide Global Positioning Systems (GPS) leased equipment, monitoring, training, and support for the enhanced supervision of adult and juvenile clients, who are under supervision by the Probation Department, including adult pre-trial defendants released into the Pre-Trial Supervision program.

WHEREAS, the Agreement is effective through June 30, 2023;

**WHEREAS**, COUNTY and CONTRACTOR desire to amend section 4 Term of the Agreement and extend an additional two months for services rendered from July 1, 2023, and ending no later than August 31, 2023.

**WHEREAS**, COUNTY and CONTRACTOR desire to also amend Attachment B-1, "SCHEDULE OF FEES," to revise the schedule of fees to include FY 23-24 at \$25,000 for a FY 21-24 Total Budget amount of \$245,000.

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara on, June 15, 2021, BC 21057.

**NOW, THEREFORE,** the Agreement is amended as follows:

- 1. Section 4 of the Agreement is amended to read in its entirety as follows:
  - A. TERM

CONTRACTOR shall commence performance on July 1, 2021, and end performance upon completion, but no later than August 31, 2023, unless otherwise directed by COUNTY or unless earlier terminated.

- 2. Section A of EXHIBIT B "PAYMENT ARRANGEMENTS" is amended to read in its entirety as follows:
  - A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$245,000.
- **3.** EXHIBIT B, Attachment B-1, is replaced in its entirety as follows:

## Amended Attachment B-1 Schedule of Fees

STOP FY 21-23 First Amendment to Agreement BC21057

To

FY 23-24 for Two (2) Month Extension from July 1, 2023 to August 31, 2023 Only

|   |   |                       |                              |                       | Amendment 2-Month Extension<br>FY 23-24 |                     | Total Amendment Budget       |   |
|---|---|-----------------------|------------------------------|-----------------------|---|---------------------|------------------------------|---|
|   |   | Orig. FY 21-22 Budget |                              | Orig. FY 22-23 Budget |   | FY 7/1/23 - 8/31/23 |                              | FY 7/1/21 - 8/31/23                             |
|   |   |                       | Replacement                  |                       |   |                     |                              |   |
| Part  | Description                                     | Quantity              | Cost                         | Quantity              | Replacement Cost                        | Quantity            | Replacement Cost             |   |
| 1   | Blu Tag Unit                                    | 1                     | \$250.00                     | 1                     | \$250.00                                | 1                   | \$250.00                     |   |
| 2   | Blu+ Unit                                       | 1                     | \$250.00                     | 1                     | \$250.00                                | N/A                 | N/A                          |   |
| 3   | Straps and direct clips for Blu Tag/Blu + units | 1                     | None, incl.                  | 1                     | None, incl. in daily rate               | 1                   | None, incl. in daily rate    | Part 2, Blu+Unit, is no longer in use, but the  |
| 4   | Charging Coupler for<br>Blu Tag/Blu+            | 1                     | None, incl.<br>in daily rate | 1                     | None, incl.<br>in daily rate            | 1                   | None, incl.<br>in daily rate | remaining Part Quantity & Replacement Cost have |
| 5   | Sober Track                                     | 1                     | \$500.00                     | 1                     | \$500.00                                | 1                   | \$500.00                     | not changed.                                    |
| 6   | Installation Kit                                | 1                     | None, incl.<br>in daily rate | 1                     | None, incl.<br>in daily rate            | 1                   | None, incl.<br>in daily rate |   |
| Total First Amendment Contract Not-to-Exceed: \$110 |   |                       |                              |                       | \$110,000                               |                     | \$25,000                     | \$245,000                                       |

- **4.** Ratifications. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Exhibit(s) thereto. The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed, shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the parties hereto and thereto.
- **5.** Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties hereto.

**IN WITNESS WHEREOF,** the parties hereto have executed this First Amendment to the Agreement for services of Independent CONTRACTOR between County of Santa Barbara and Satellite Tracking of People LLC (STOP) to be effective on the date executed by COUNTY.

| ATTEST:   | COUNTY OF SANTA BARBARA:                                     |  |  |  |
|---|--|--|--|--|
| Mona Miyasato County Executive Officer Clerk of the Board  By: Shale claburate Deputy Clerk | By:  Das Williams, Chair Board of Supervisors  Date  0-27-23 |  |  |  |
| RECOMMENDED FOR APPROVAL:   | CONTRACTOR:  |  |  |  |
| PROBATION   | Satellite Tracking of People LLC (STOP)                      |  |  |  |
| DocuSigned by:  | Docusigned by:   |  |  |  |
| By Holly L. Benton  | By: (MUX 400<br>69F0910314EF4BA                              |  |  |  |
| Hoily L. Benton, Chief<br>Department Head   | Authorized Representative                                    |  |  |  |
| ·   | Alex Yeo<br>Name   |  |  |  |
|   | Title Chief Product Officer and GM                           |  |  |  |
| APPROVED AS TO FORM:  | APPROVED AS TO ACCOUNTING FORM:                              |  |  |  |
| Rachel Van Mullem   | Betsy M. Schaffer, CPA                                       |  |  |  |
| County Counsel  | Auditor-Controller   |  |  |  |
| DocuSigned by:  | Robert W Guis IV   |  |  |  |
| By: Idala Gomy OFF9498BF6794A8  | Ву:  |  |  |  |
| Deputy County Counsel   | Deputy   |  |  |  |

**APPROVED AS TO FORM:** Gregory Milligan, ARM

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KISK Management