

**FIRST AMENDMENT  
TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS FIRST AMENDMENT** to the Agreement for Services of Independent Contractor, referenced as **BC 23-061**, (hereafter First Amended Agreement) is made by and between the **County of Santa Barbara** (County or Department) and **ProtoCall Services, Inc.** (Contractor) for the continued provision of services specified herein.

**WHEREAS**, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

**WHEREAS**, on June 27, 2023, the County Board of Supervisors authorized an Agreement for Services of Independent Contractor with **ProtoCall Services, Inc.**, referred to as BC 23-061, for the provision of 24/7 “Access Line” telephone services for brief intake, screening, and referrals for the period of July 1, 2022, through June 30, 2024, for a total maximum contract amount not to exceed \$302,000, inclusive of \$190,000 under Purchase Order CN2274, but which otherwise cancels, nullifies, and supersedes Purchase Order CN2274; and

**WHEREAS**, this First Amended Agreement adds \$153,000 in funding due to an unanticipated increase in services for a new total maximum contract amount not to exceed **\$455,000** for the period of July 1, 2022, through June 30, 2024.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- I. **Delete Section 1 (Contract Maximum Value) of Exhibit B Payment Arrangements and replace it with the following:**
  1. **Contract Maximum Value.** For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedules of Rates (Exhibit B-1), with a maximum value not to exceed **\$455,000**.

**II. Delete Exhibit B-1 Schedule of Rates in its entirety and replace with the following:**

**EXHIBIT B-1  
SCHEDULE OF RATES**

<u>Type of Service</u>	<u>Cost Per Unit</u>	<u>Units of Service</u>	<u>Total Maximum Contract Value</u>
<b>Access Line management Services:</b>			
Charge for calls up to 300 (Prepaid)	\$30.50 per call	\$9,150 Per Month	
Price for calls in excess of 300/month	\$32.50 per call	Per month	
Interpretation Services	\$1.44	Average per minute rate	
<b>FY 22-24 Total Maximum Contract Amount Not to Exceed:</b>			<b>\$455,000</b>

**III. Effectiveness.** The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amended Agreement, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.


**IV. Execution of Counterparts.** This First Amended Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**SIGNATURE PAGE**

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **ProtoCall Services, Inc.**


**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement for Services of Independent Contractor to be effective on the date executed by the County.

**COUNTY OF SANTA BARBARA:**

By:   
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS  
Date: 1-23-24

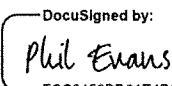
**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk  
Date: 1-23-24

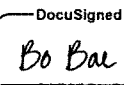
**CONTRACTOR:**

**PROTOCOL SERVICES, INC.**

By:   
Authorized Representative  
Name: Phil Evans  
Title: CEO  
Date: 1/11/2024

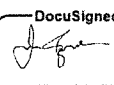
**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By:   
Deputy County Counsel

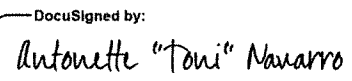
**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

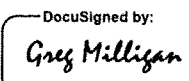
**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT,  
DIRECTOR, DEPARTMENT OF  
BEHAVIORAL WELLNESS

By:   
Director

**APPROVED AS TO FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By:   
Risk Manager