

Attachment A: First Amendment to the Agreement with
SCRAM of California, BC 22004

FIRST AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between
County of Santa Barbara
and
SCRAM OF CALIFORNIA

This is the First Amendment ("First Amendment") to Agreement For Services of Independent CONTRACTOR, BC 22004 ("Agreement"), by and between the County of Santa Barbara ("COUNTY") and SCRAM OF CALIFORNIA ("CONTRACTOR"), for Secure Continuous Remote Alcohol Monitoring (SCRAM) that includes equipment, installation and removal of equipment, monitoring, training, and support adult clients who are under supervision by the Probation Department, including 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 I subsection C Budgeted Service Level of EXHIBIT A, "STATEMENT OF WORK," and section A of EXHIBIT B, "PAYMENT ARRANGEMENTS," increasing the total maximum contract amount not to exceed \$475,477.90.

WHEREAS, COUNTY and CONTRACTOR desire to revise Attachment B-1 "Schedule of Fees" increasing the Budget for FY 22-23 by \$3,867.90 for a FY 22-23 Total Budget amount of \$475,477.90.

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara on, May 17, 2022, BC22004.

NOW, THEREFORE, the Agreement is amended as follows:

1. Section I subsection C Budgeted Service Level of EXHIBIT A "STATEMENT OF WORK" is deleted and replaced in its entirety as follows

C. Budgeted Service Level: Not to exceed 475,477.90

1. SCRAM Continuous Alcohol Monitoring: \$8.90 per day/per client.
2. SCRAM Remote Breath: \$6.00 per day/per client.
3. SCRAM Wireless Base Station: \$1.75 per day/per client.
4. One Time Service and Installation Fee: \$70.00 per client*.

*The installation fee will only be charged once per client per the entirety of the contract period.

2. Section A of EXHIBIT B "PAYMENT ARRANGEMENTS" is deleted and replaced 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 \$475,477.90.

3. Attachment B-1 "Schedule of Fees" is deleted and replaced in its entirety as follows:

Attachment B-1
Schedule of Fees

Total Budget: \$475,477.90

1. SCRAM Continuous Alcohol Monitoring: \$8.90 per day/per client.
2. SCRAM Remote Breath: \$6.00 per day/per client.
3. SCRAM Wireless Base Station: \$1.75 per day/per client.
4. One Time Service and Installation Fee: \$70.00 per client*.

*The installation fee will only be charged once per client per the entirety of the contract period.

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). The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, 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.
5. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

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 SCRAM of California to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Steve Lavagnino, Chair
Board of Supervisors

Date _____

RECOMMENDED FOR APPROVAL:

PROBATION

DocuSigned by:
By: Holly L. Benton
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Holly L. Benton, Chief
Department Head

CONTRACTOR:

SCRAM of CALIFORNIA

DocuSigned by:
By: Royce McDonald
05E25E2E4D57421...
Royce McDonald
Authorized Representative

Name Royce McDonald

Title Chief operating officer

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
By: Idalia Gomez
0FE9498BE6794AB...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By: C. Schaffer
A99E05BD71D04FB...
Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

DocuSigned by:
By: Gregory Milligan
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Risk Management