

## **FIRST AMENDMENT TO MASTER SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR** (“First Amendment”) is made by and between

COUNTY OF SANTA BARBARA, a political subdivision of the State of California (“County”),

and

BMAK, Inc., a California corporation doing business as CompuWave, (“Contractor” and together with County, collectively, the “Parties” and each a “Party”),

with reference to the following:

**WHEREAS**, the Parties are parties to that certain Master Services Agreement dated June 16, 2024 (“Agreement”), pursuant to which Contractor has agreed to provide certain services to County as set forth therein; and

**WHEREAS**, the Parties desire to amend the Agreement to increase the maximum amount of compensation payable to Contractor thereunder in order to compensate Contractor for additional services.

**NOW, THEREFORE**, in consideration of the provisions, covenants and conditions contained herein, the Parties agree to amend the Agreement as follows:

**1. MAXIMUM CONTRACT AMOUNT**: Section A of Exhibit B is hereby amended by replacing Section A of Exhibit B to read in its entirety as follows:

“A. For Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$2,000,000.00.”

**2. EXECUTION IN COUNTERPARTS**: This First Amendment may be executed electronically in any number of counterparts and each such counterpart 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.

**3. CERTIFICATION OF SIGNATORIES**: Each of the signatories to this First Amendment represent and warrant that such signatory is duly authorized to execute this First Amendment, and that no additional signatures are required to bind such Party to its terms and conditions, or to carry out any of such Party’s duties or obligations hereunder. The Parties each represent and warrant that:

- (a) This First Amendment has been duly authorized, executed, and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party.
- (b) There are no actions, suits, or proceedings pending or, to the knowledge of such

Party, threatened against or affecting such Party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this First Amendment.

(c) The consummation of the transactions hereby contemplated and the performance of this First Amendment will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which Contractor is a party or which is otherwise binding on Contractor. Contractor agrees that it shall provide to County, upon County's request, evidence that the execution and delivery of this First Amendment has been duly authorized by Contractor.

4. Except as set forth in Sections 1, above, this First Amendment shall not modify or change any of the provisions of the Agreement, and the Parties continue to be bound by the provisions of the Agreement as amended herein.

*[Signatures appear on the following pages]*

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

Signed by:  
By: Lauren Wideman  
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Lauren Wideman  
Deputy County Counsel

APPROVED AS TO FORM:  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

DocuSigned by:  
By: Juan Izquierdo  
6BAAEA15901943F...  
Juan Izquierdo  
Division Chief-Auditor-Controller

APPROVED AS TO CONTENT:  
GENERAL SERVICES – PROCUREMENT SERVICES

By: \_\_\_\_\_  
Phung Loman  
Chief Procurement Officer

APPROVED AS TO FORM  
GREGORY MILLIGAN  
RISK MANAGEMENT

DocuSigned by:  
By: Gregory Milligan  
05F555F00269466...  
Gregory Milligan  
Risk Manager

*(Contractor signature continues on next page)*

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

“CONTRACTOR”

BMAK, Inc.,  
a California corporation doing business as ComuWave

Signed by:  
By: David Herzog  
Name: David Herzog  
Title: vice president

Date: February 12, 2025