

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
(Existing Board Contract number BC20228)**

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor (hereafter the “First Amendment”), is made and entered into this 19th day of August 2025, by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter “County”) and Keefe Commissary Network, LLC (hereafter “Contractor”). For purposes of this First Amendment, the County and Contractor shall be referred to collectively as the “Parties.”

WHEREAS, Parties entered into an Agreement for Services of Independent Contractor with an effective date of January 1, 2025, through December 31, 2025, (hereafter the “Agreement”), by which Contractor agreed to provide commissary services to Sheriff’s Office Custodial Facilities located in Santa Barbara County; and

WHEREAS, Parties desire to amend the Agreement to replace Exhibit-B.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. Exhibit B shall be replaced by Exhibit B-1.
2. Reference to Exhibit B in Section 5 of the Agreement (Compensation of Contractor) shall be replaced with Exhibit B-1.
3. Reference to Exhibit B in Section 18 of the Agreement (Termination) shall be replaced with Exhibit B-1
4. In all other respects, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective on the date executed by the County.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Laura Capps, Chair
Board of Supervisors

RECOMMENDED FOR APPROVAL:

Santa Barbara Sheriff's Office

By: _____
Bill Brown, Sheriff

CONTRACTOR:

Keefe Commissary Services, LLC


By:  _____
Authorized Representative

Name: John Puricelli

Title: Executive Vice President


APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  _____
Michelle Montez (Aug 12, 2025 09:57:41 PDT)
Deputy County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy Schaffer, CPA
Auditor-Controller

By:  _____
Shawna Jorgense (Aug 12, 2025 12:58:28 PDT)
Deputy

APPROVED AS TO FORM:

Risk Management

By:  _____
Risk Management

EXHIBIT B-1
PAYMENT ARRANGEMENTS
Periodic Compensation

The payment protocol sets forth the payment obligations to CONTRACTOR and COUNTY. CONTRACTOR shall be paid a total contract amount not to exceed **\$750,000**:

- A. CONTRACTOR operates a vending service that allows incarcerated persons to purchase goods. Incarcerated persons maintain a trust account which contains each incarcerated person's funds to purchase such commissary items.
- B. Regularly, CONTRACTOR processes commissary orders and delivers commissary items to incarcerated persons. Upon CONTRACTOR approving items purchased by incarcerated persons, CONTRACTOR will debit the corresponding amounts from each individual trust account into a general accounts payable account.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE or Designated Agent an invoice or certified claim on the County Treasury for the service performed over the specified period. These invoices or certified claims must cite the assigned Board Contract Number and include all items purchased by each incarcerated person along with the person's identifying number. The invoice shall also specify both the payment due to the CONTRACTOR and the commission amount payable to the COUNTY. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing the amount owed to CONTRACTOR as set forth in the invoices less any commission payable to the COUNTY. Payments to the CONTRACTOR shall be made within thirty (30) days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. CONTRACTOR offers purchasing services through its Secure Pack and Keefe Commissary Network services whereby non-incarcerated persons can order and pay for commissary items for incarcerated persons. Such payments from non-incarcerated persons are made directly to CONTRACTOR. CONTRACTOR shall provide COUNTY with an invoice inclusive of all items purchased through the methods mentioned in this section. Monthly, CONTRACTOR shall remit payment to COUNTY with the COUNTY's share of commission on the Secure Pack and Keefe Commissary Network purchases.
- E. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A and Attachment 1 and as determined by COUNTY.
- F. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- G. Santa Barbara County First Year Summary of Costs:

Santa Barbara County First Year Summary of Costs			
	Main Jail	North Branch Jail	TOTAL
Inmate Commissary & POS	\$412,500.00	\$337,500.00	\$750,000.00
CONTRACTOR Labor Cost	Factored into menu costs		
Total			\$750,000.00

H. CONTRACTOR shall pay the COUNTY the monthly lease amount for the designated commissary storage space as outlined in lease agreement 12A-10.











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Final Audit Report

2025-08-12

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✔ Agreement completed.

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