

Attachment A – Clearwater FY 2025-28 (BC24303) AM1

Board Contract # 24-303

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

BETWEEN

COUNTY OF SANTA BARBARA

AND

CLEARWATER SECURITY & COMPLIANCE LLC

FOR

**INFORMATION TECHNOLOGY
SERVICES**

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

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, **BC No. 24-303** is made by and between the **County of Santa Barbara** (County or Department) and **Clearwater Security & Compliance LLC** (Contractor), with a principal address at 40 Burton Hills Blvd., Suite 200, Nashville, Tennessee 37215, for the continued provision of services specified herein (hereafter First Amendment).

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

WHEREAS, in July 2025, County and Contractor (collectively, the Parties) entered into an Agreement for Services of Independent Contractor, BC No. 24-303, (hereafter Agreement) for the provision of cybersecurity and compliance solutions, for a total contract maximum amount not to exceed **\$294,996**, inclusive of \$98,332 per fiscal year, for the period of July 1, 2025, through June 30, 2028; and

WHEREAS, through this First Amendment, the Parties wish to increase contract amount by adding **\$25,000** to reflect Contractor's estimated reimbursable travel expenses for FY 25-28, for a revised, total maximum contract amount not to exceed **\$319,996**, with no change to the contract term of July 1, 2025, through June 30, 2028.

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

I. Delete Exhibit B Payment Arrangements, and replace it with the following:

**EXHIBIT B
PAYMENT ARRANGEMENTS**

- A. Contract Maximum Value.** For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$319,996** for FY 2025-28. Notwithstanding any other provision of this Contract, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.
- B. Payment for Services.** 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. Payment for services shall be based upon the expenses, as defined in EXHIBIT B-1. Invoices submitted for payment that are based upon EXHIBIT B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.

C. Proper Invoice. Contractor shall submit to County's representative an invoice or certified claim on the County treasury for the service performed over the period specified. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.

a. The invoice must show the Contract number assigned by the County, the services performed or detailed statement of purchases with receipts, the rate and authorization form, if applicable. Reimbursable expenses, if any, will be invoiced in arrears, as incurred, accompanied by all appropriate receipts.

b. County's Designated Representative:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbbwell.org

D. Correction of Work. 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.

E. Travel and Other Expenses. The services may require on-site visits. All travel will be approved by County in advance on an as-needed basis, maximum once per year. Contractor will minimize any travel-related expenses by following these travel guidelines:

- Economy best available airfare (7/14-day advance purchase whenever possible)
- 3 star or better hotel at best price. Lodging should be adequate, but not luxurious. Movies, mini-bar, and other non-essential services will not be reimbursed and are the responsibility of Contractor.
- Mid-Size rental car. Contractor staff will carpool whenever practical
- Meal expenses at a maximum of \$75 per day, per Contractor employee

Contractor will provide expense reports for each Contractor employee, which shall include copies of receipts.

Contractor shall not exceed one on-site visit per year or the estimated reimbursable fees above without amending this Agreement in writing pursuant to Section 26 Entire Agreement and Amendment of the Standard Terms and Conditions.

II. Delete Exhibit B-1 Schedule of Fees, and replace it with the following:

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EXHIBIT B-1 SCHEDULE OF FEES FOLLOWS.

**EXHIBIT B-1
SCHEDULE OF FEES**

<u>Type of Service</u>	<u>Unit Reimbursement</u>	<u>Total Maximum Contract Value</u>
IT Services: User Software Subscription	\$26,045 per fiscal year for FY 2025-28	\$78,135 FY 2025-28
IT Services: Clearwater Risk Assessment Program	\$72,287 for FY 2025-28	\$216,861 for FY 2025-28
Annual Contract Amount FY 2025-26		\$98,332
Annual Contract Amount FY 2026-27		\$98,332
Annual Contract Amount FY 2027-28		\$98,332
Estimated Reimbursable Travel Expenses FY 25-28		\$25,000
Total Maximum Contract Amount FY 2025-28		*\$319,996

- License/Subscription Fees are based on the: (a) Edition selected, (b) size of the organization into which the Subscription is being deployed, as measured by the quantity of beds/components/workforce members within the organization, and (c) length of Renewal Term selected.
- ASF is invoiced yearly
- Quarterly fee will be invoiced upon execution of this First Amendment.
- Subsequent quarterly payments will be invoiced on the fifth (5th) day of each quarter for the remainder of the contract term.
- Any payment made with a credit card will incur an additional fee of three percent (3%) added upon payment of fees.

III. Effectiveness. The terms and provisions set forth in this First Amendment 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 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.

IV. Execution of Counterparts. This First Amendment 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.

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SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Clearwater Security & Compliance LLC**.

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

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

**CLEARWATER SECURITY &
COMPLIANCE LLC**

Signed by:
By: C. Baxter Lee
604F845DF7984FE...
Authorized Representative

Name: C. Baxter Lee

Title: President

Date: 1/5/2026

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Bo Bar
48A252DEEED3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

Signed by:
By: James Munro
02BA147EE6A84DE...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

DocuSigned by:
By: Antonette "Toni" Navarro
2095C5A16FE1474...
Director

APPROVED AS TO FORM:

MARISA KAHN
LIABILITY & INSURANCE MANAGER

Signed by:
By: Marisa Kahn
AB42F39273ED416...
Liability & Insurance Manager