

**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:

COUNTY OF SANTA BARBARA:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: *Shiloch LaBuona*  
Deputy Clerk

By: *Steve Lavagnino* *AK SC*  
Steve Lavagnino, Chair  
Board of Supervisors

Date 2-27-24

RECOMMENDED FOR APPROVAL:

CONTRACTOR:

PROBATION

SCRAM of CALIFORNIA

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

DocuSigned by:  
By: *Royce McDonald*  
05E25E3E4D57421...  
Royce McDonald  
Authorized Representative

Name Royce McDonald

Title Chief operating officer

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

Rachel Van Mullem  
County Counsel

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
By: *Idalia Gomez*  
0FE9498BE6794A8  
Deputy County Counsel

DocuSigned by:  
By: *C. Schaffer*  
A99ED5BD71D04FB...  
Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM  
Risk Manager

DocuSigned by:  
By: *Gregory Milligan*  
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Risk Management