

Attachment A:
Zona Seca, Inc. FY 22-25
Revenue Agreement
First Amendment DUI/ PC1000

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

THIS FIRST AMENDMENT (hereafter First Amendment to the Agreement) to the Agreement for Services of Independent Contractor is made by and between the **County of Santa Barbara** (County) and **Zona Seca** (Contractor), for the continued provision of services specified herein.

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 referenced herein;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Revenue Agreement for Services of Independent Contractor, on May 3, 2022 for the provision of Driving Under the Influence (DUI) and Penal Code 1000 (PC 1000) programs, with a projected revenue of **\$57,000**, inclusive of **\$19,000 annually**, for the period of July 1, 2022 through June 30, 2025; and

WHEREAS, this First Amendment to the Agreement updates the DUI rates for the period of July 1, 2022 through June 30, 2025.

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

- I. Delete Exhibit B-1 Schedule of Fees DUI Program/PC 1000 in its entirety and replace with the following:

**EXHIBIT B-1
SCHEDULE OF RATES
DUI/PC1000 PROGRAMS**

Annual Revenue is based on the number of individuals participating in the program at the approved rates listed below and in accordance with the sliding fee scale.

| TYPE OF SERVICE | Projected Client Fees Collected | Projected Annual Fees Paid to County |
|---|---------------------------------|--------------------------------------|
| Driving Under the Influence (DUI) Program | \$600,000 | \$18,000 |
| PC 1000/Drug Diversion Program * Clients will be billed \$15.00 for a positive confirmation test. | *\$13,000 | \$1,000 |
| Total Projected Annual Revenue Fees: | | \$19,000 |
| Total Projection Revenue for FY 22-25: | | \$57,000 |

| DUI Program Participant Fee Schedule | |
|---|------------|
| Wet & Reckless Program | \$353.55 |
| 18-20 Year Old Program | \$346.55 |
| 3-Month Program | \$849.55 |
| 6-Month Program | \$1,090.55 |
| 9-Month Program | \$1,858.00 |
| Other Fees | |
| AOD Screening | \$30 |
| Duplicate Completion Certificate | \$12 |
| Leave of Absence | \$40 |
| Missed Activity | \$20 |
| Reinstatement | \$25 |
| Reschedule | \$20 |
| Return Check | \$25 |
| Transfer Out | \$65 |

| PC 1000 Participant Fee Schedule | |
|---|----------|
| PC 1000 Program Service Fee | \$1,000 |
| Other Fees | |
| Return Check | \$25 |
| Transfer-Out | \$45 |
| Reinstatement | \$40 |
| Missed Activity | \$15 |
| Drug Test | Included |

- II. **Effectiveness.** The terms and provisions set forth in this First Amendment to the Agreement 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 to the Agreement, 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.

- III. **Execution of Counterparts.** This First Amendment to the Agreement 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 **Zona Seca**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on the July 1, 2022.

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

**CONTRACTOR:
ZONA SECA**

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT, DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Risk Manager