

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
ONE STOP OPERATOR AND ADULT DISLOCATED WORKER PROGRAM OPERATOR (SOUTH COUNTY)**

Santa Barbara County
Department of Social Services

First Amendment

This is a *First* amendment (*First Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, number *BC#17-206* by and between the **County of Santa Barbara** (COUNTY) and **KRA Corporation** (CONTRACTOR).

WHEREAS, on November 8, 2016, the COUNTY approved the Agreement for Services of Independent Contractor, number BC#17-206 (Agreement) with CONTRACTOR for the provision of One Stop Operator and Adult Dislocated Worker Program Operator (South County) for the initial term commencing on November 15, 2016 to June 30, 2019;

WHEREAS, the parties now desire to amend the Agreement to increase the amount of the Agreement for Fiscal Year 2017/2018 for the period of July 1, 2017, through June 30, 2018, and Fiscal Year 2018/2019 for the period of July 1, 2018, through June 30, 2019; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

The Agreement is amended as follows:

1. Section 5, **COMPENSATION OF CONTRACTOR**, of the Agreement is amended to state in its entirety:

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B, including ***EXHIBIT B-1 Revised for the period of November 15, 2016 through June 30, 2019, and EXHIBIT B-2 Wildfire NDWG for the period of July 1, 2017 through June 30, 2019***, which is attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

2. Add Sections 37 through 39 to the Agreement:

37. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 OR 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 2998 and 31 U.S.C. 3321.)

38. SUBAWARD

CONTRACTOR shall comply with the requirements of 2 CFR Part 2900, which are hereby incorporated by reference in this Agreement.

39. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Exhibit A, **STATEMENT OF WORK** is amended to add:

Section II. Target Population, C;

National Dislocated Worker Grant (NDWG) participants: Individuals shall be considered eligible as defined in WIOA Sec. 170(d)(2). The following eligibility requirements apply to the following individuals residing within the declared disaster area, or who are forced to relocate due to the disaster or emergency event:

- 1. Individuals who are temporarily or permanently laid off as a consequence of the disaster;*
- 2. Other eligible dislocated workers as defined in WIOA Section 3(15);*
- 3. Long term unemployed workers, as defined by the state; and*
- 4. Self-employed who become unemployed or significantly underemployed as a result of the emergency or disaster.*

Outreach efforts should emphasize workers who lost employment as a result of the disaster. Veterans' preference applies within these eligible groups.

Section III. Duties and Responsibilities, A., 4, b, viii;

For the National Dislocated Worker Grant, provide allowable activities to participants and coordinate service delivery with appropriate partners or subcontractors. Activities include: intake of participants; coordination and tracking of worksites; and completing reports.

4. Exhibit A, STATEMENT OF WORK, Section III. Duties and Responsibilities, A., 20 is amended to state in its entirety:

Contractor(s) may be asked to support WDB staff, EDD, or other WDB contractors in the provision of workforce services, such as: follow-up and retention services, Youth services, Rapid Response services, *Dislocated Workers Grant services* and/or *other grant funded workforce programs* on an as needed basis.

5. Exhibit A, STATEMENT OF WORK, Section VI. A, Performance Measures/Outcomes is amended to add;

5. *Wildfire NDWG participant specific performance measures:*

- 75 Wildfire NDWG participants will be served and complete the program in FY 2017/2018 and 2018/2019*
- 71% of participants (53) will attain employment by completion of the project.*

6. Section A of EXHIBIT B is amended to state in its entirety:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements of **\$ 1,262,195 + \$213,116 (for Wildfire NDWG)** not to exceed a total contract amount of **\$1,475,311** as follows:

FY 2016/2017 - \$252,439.00;

FY 2017/2018 - \$504,878 + \$22,604 (for Wildfire NDWG) for a total not to exceed \$527,482;

FY 2018/2019 - \$504,878 + \$190,512 (for Wildfire NDWG) for a total not to exceed \$695,390;

less any funds COUNTY recaptures as described in section H below.

7. Section E of EXHIBIT B is amended to state in its entirety:

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** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1 Revised** (Line Item Budget) for the period of November 15, 2016 through June 30, 2019, and **EXHIBIT B-2 Wildfire NDWG** (Line Item Budget) for period of July 1, 2017 through June 30, 2019, as applicable. Invoices submitted for payment that are based upon **EXHIBIT B-1 Revised, or EXHIBIT B-2 Wildfire NDWG** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

8. Section F of EXHIBIT B is amended to state in its entirety:

By the 15th of each month, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number and submit separate invoices for Wildfire NDWG. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1 Revised** and **EXHIBIT B-2 Wildfire NDWG, as applicable**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

9. Add **EXHIBIT B-1 Revised** and **EXHIBIT B-2 Wildfire NDWG**, Line Item Budgets.

10. Add Section 40 to Agreement:

Exhibit D is incorporated by reference and made a part of this Agreement.

11. Add **EXHIBIT D, GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)** to the Agreement.

In all other respects, the Agreement remains unchanged and shall remain in full effect.

EXHIBIT B-1
Revised
Line Item Budget

ONE STOP OPERATOR AND ADULT AND DISLOCATED WORKER PROGRAM OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT			
Organization:	KRA Corporation		
One Stop Location:	Santa Barbara		
Contract Year:	November 15, 2016 to June 30, 2017		
I. OPERATING COSTS			
A. WAGES AND FRINGES	Wage and Fringe	% Allocated to Contract	Total Costs to Contract
Program Manager	\$52,397	40.00%	20,959
Quality Assurance/Program Assitant	\$23,018	75.00%	17,264
Center Supervisor/Career Agent Lead	\$38,560	100.00%	38,560
Business Services Representative	\$28,047	100.00%	28,047
Program Analyst/Accountant	\$38,685	6.00%	2,321
Corporate Support	\$490,776	1.37%	6,701
Subtotal Wages & Fringes			113,852
B. OTHER OPERATING			
Advertising			
Audit			379
Copying/Printing			
Dues/Membership			
Equipment Lease/Purchase/Maintenance			3,900
Insurance			109
Legal Fees			
Meeting Room Rent			
Misc (License, Tax, Other Fees)			
Postage			
Publications			
Staff Development			595
Staff Travel			8,123
Supplies (Not Testing)			1,804
Telephone/Communication			7,615
Other (Specify)			
Subtotal Other Operating			22,524
Subtotal Operating			136,376
C. DIRECT JOB SEEKER COSTS			
Jobseeker Training			45,000
Employer-led Training			35,000
Other Training (Specify in narrative)		33,105	
Training Total	See Requirement in RFP		80,000
Supportive Services			
Other (Specify in narrative)			
Subtotal Direct Job Seeker Costs			80,000
D. INDIRECT COSTS			24,042
E. PROFIT			12,021
TOTAL BUDGET			252,439

**ONE STOP OPERATOR AND ADULT AND DISLOCATED WORKER PROGRAM OPERATOR
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

Organization:	KRA Corporation
One Stop Location:	Santa Barbara
Contract Year:	July 1, 2017 to June 30, 2018

I. OPERATING COSTS			
A. WAGES AND FRINGES	Wage and Fringe	% Allocated to Contract	Total Costs to Contract
Program Manager	\$83,115	40.00%	33,246
Quality Assurance/Program Assitant	\$46,037	75.00%	34,528
Center Supervisor/Career Agent Lead	\$69,425	100.00%	69,425
Business Services Representative	\$54,593	100.00%	54,593
Program Analyst/Accountant	\$77,370	6.00%	4,642
Corporate Support	\$914,666	1.33%	12,167
Subtotal Wages & Fringes			208,600
B. OTHER OPERATING			
Advertising			
Audit			757
Copying/Printing			
Dues/Membership			
Equipment Lease/Purchase/Maintenance			1,200
Insurance			217
Legal Fees			
Meeting Room Rent			
Misc (License, Tax, Other Fees)			
Postage			
Publications			
Staff Development			1,190
Staff Travel			16,246
Supplies (Not Testing)			4,812
Telephone/Communication			11,229
Other (Specify)			
Subtotal Other Operating			35,652
Subtotal Operating			244,252
C. DIRECT JOB SEEKER COSTS			
Jobseeker Training			126,000
Employer-led Training			62,500
Other Training (Specify in narrative)		37,709	
Training Total	See Requirement in RFP		188,500
Supportive Services			
Other (Specify in narrative)			
Subtotal Direct Job Seeker Costs			188,500
D. INDIRECT COSTS			48,084
E. PROFIT			24,042
TOTAL BUDGET			504,878

**ONE STOP OPERATOR AND ADULT AND DISLOCATED WORKER PROGRAM OPERATOR
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

Organization:	KRA Corporation
One Stop Location:	Santa Barbara
Contract Year:	July 1, 2018 to June 30, 2019

I. OPERATING COSTS			
A. WAGES AND FRINGES	Wage and Fringe	% Allocated to Contract	Total Costs to Contract
Program Manager	\$84,643	40.00%	33,857
Quality Assurance/Program Assitant	\$46,855	75.00%	35,141
Center Supervisor/Career Agent Lead	\$70,691	100.00%	70,691
Business Services Representative	\$55,576	100.00%	55,576
Program Analyst/Accountant	\$78,789	6.00%	4,727
Corporate Support	\$931,519	1.33%	12,391
Subtotal Wages & Fringes			212,383
B. OTHER OPERATING			
Advertising			
Audit			757
Copying/Printing			
Dues/Membership			
Equipment Lease/Purchase/Maintenance			1,200
Insurance			217
Legal Fees			
Meeting Room Rent			
Misc (License, Tax, Other Fees)			
Postage			
Publications			
Staff Development			1,190
Staff Travel			16,246
Supplies (Not Testing)			5,529
Telephone/Communication			11,229
Other (Specify)			
Subtotal Other Operating			36,369
Subtotal Operating			248,753
C. DIRECT JOB SEEKER COSTS			
Jobseeker Training			129,000
Employer-led Training			55,000
Other Training (Specify in narrative)		42,209	
Training Total	See Requirement in RFP		184,000
Supportive Services			
Other (Specify in narrative)			
Subtotal Direct Job Seeker Costs			184,000
D. INDIRECT COSTS			48,084
E. PROFIT			24,042
TOTAL BUDGET			504,878

Wildfire NDWG

Line Item Budget

CALIFORNIA WILDFIRE NDWG WORKFORCE INNOVATION AND OPPORTUNITY ACT			
Organization:	KRA Corporation		
One Stop Location:	Santa Barbara		
Contract Year:	July 1, 2017 to June 30, 2018		
I. OPERATING COSTS			
A. WAGES AND FRINGES	Wage and Fringe	% Allocated to Contract	Total Costs to Contract
Program Manager	\$9,471	100.00%	\$9,471
Career Agent	\$6,403	100.00%	\$6,403
Business Services Representative		0.00%	
Program Analyst/Accountant	9,153	25.00%	2,288
Corporate Support		0.00%	
Subtotal Wages & Fringes			18,163
B. OTHER OPERATING			
Advertising			
Audit			
Copying/Printing			
Dues/Membership			
Equipment Lease/Purchase/Maintenance			
Insurance			
Legal Fees			
Meeting Room Rent			
Misc (License, Tax, Other Fees)			
Postage			
Publications			
Staff Development			
Staff Travel			515
Supplies (Not Testing)			270
Telephone/Communication			
Other (Specify)			750
Subtotal Other Operating			1,535
Subtotal Operating			19,698
C. DIRECT JOB SEEKER COSTS			
Participant Wages			-
Participant Fringe Benefits			-
Other Training (Specify in narrative)			
Training Total	See Requirement in RFP		-
Supportive Services			
Other (Specify in narrative)			
Subtotal Direct Job Seeker Costs			-
D. INDIRECT COSTS			2,906
E. PROFIT			
TOTAL BUDGET			22,604

**CALIFORNIA WILDFIRE NDWG
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

Organization:	KRA Corporation
One Stop Location:	Santa Barbara
Contract Year:	July 1, 2018 to June 30, 2019

I. OPERATING COSTS			
A. WAGES AND FRINGES	Wage and Fringe	% Allocated to Contract	Total Costs to Contract
Program Manager	\$53,672	100.00%	\$53,672
Career Agent	\$36,286	100.00%	\$36,286
Business Services Representative		0.00%	
Program Analyst/Accountant	51,867	25.00%	12,967
Corporate Support		0.00%	
Subtotal Wages & Fringes			102,924
B. OTHER OPERATING			
Advertising			
Audit			
Copying/Printing			
Dues/Membership			
Equipment Lease/Purchase/Maintenance			
Insurance			
Legal Fees			
Meeting Room Rent			
Misc (License, Tax, Other Fees)			
Postage			
Publications			
Staff Development			
Staff Travel			2,916
Supplies (Not Testing)			1,530
Telephone/Communication			
Other (Specify)			4,250
Subtotal Other Operating			8,696
Subtotal Operating			111,619
C. DIRECT JOB SEEKER COSTS			
Participant Wages			-
Participant Fringe Benefits			-
Other Training (Specify in narrative)			
Training Total	See Requirement in RFP		-
Supportive Services			62,425
Other (Specify in narrative)			
Subtotal Direct Job Seeker Costs			62,425
D. INDIRECT COSTS			16,468
E. PROFIT			
TOTAL BUDGET			190,512

//
//

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **KRA Corporation**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

CONTRACTOR:

KRA Corporation

By: _____
Authorized Representative

Name: Patrick Boxall

Title: Vice President & COO

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management