

ATTACHMENT 2

Second Amendment to Agreement with KRA Corporation Agreement for
One Stop Operator and Adult and Dislocated Worker Program Operator
Services in Santa Barbara South County

**SECOND 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

Second Amendment

This is a *Second* amendment (*Second* Amendment to the Agreement) to the Agreement for One Stop Operator and Adult and Dislocated Worker Program Operator Services in Santa Barbara South County, 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 One Stop Operator and Adult and Dislocated Worker Program Operator Services in Santa Barbara South County, 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, on July 3, 2018, the COUNTY approved First Amendment to the Agreement to increase the amount of the Agreement for Fiscal Year (FY) 2017/2018 for the period of July 1, 2017, through June 30, 2018, and FY 2018/2019 for the period of July 1, 2018, through June 30, 2019; and

WHEREAS, the parties now desire to amend the Agreement (Second Amendment) to decrease the total contract amount for FY 2017/2018 for the period of July 1, 2017, through June 30, 2018, and increase the total contract amount for FY 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:

- 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 (1/2019)** and **EXHIBIT B-2 Wildfire NDWG Revised**, which are 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.

- EXHIBIT A, STATEMENT OF WORK**, Section VI. A, 4., Performance Measures/Outcomes is amended to state in its entirety;

Performance Indicator	UPDATED PERFORMANCE GOALS					
	FY 16-17		FY 17-18		FY 18-19	
	Adult	Dislocated Worker	Adult	Dislocated Worker	Adult	Dislocated Worker
Employed 2nd Quarter	65.0%	68.0%	68.0%	71.0%	64.0%	68.0%
Employed 4th Quarter	62.5%	66.5%	65.5%	69.5%	60.5%	65.0%
Median Earnings	\$4,957	\$7,308	\$5,157	\$7,523	\$5,200	\$7,700
Credential Attainment	52.9%	60.0%	55.9%	63.0%	53.0%	57.0%
Measurable Skill Gain	Baseline	Baseline	Baseline	Baseline	37.0%	37.0%

3. 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, not to exceed a total contract amount of **\$1,426,905** as follows (less any funds COUNTY recaptures as described in section H below):

Fiscal Year	South One-Stop	South NDWG	South County Subtotal
FY16-17	252,439.00	-	252,439.00
FY17-18	394,077.00	1,980.00	396,057.00
FY18-19	536,373.00	242,036.00	778,409.00
Total	1,182,889.00	244,016.00	1,426,905.00

4. Section D of **EXHIBIT B** is amended to state in its entirety:

In order to meet the mandated spending requirement set forth in California Senate Bill 734 and EDD Directive WSD14-1, the CONTRACTOR is expected to spend *at least* the following amount on training services in each program year subject to section A above:

Program Year	Total Annual Budget - South County	Minimum Amount to be Spent on Training - South County	10% Leverage Resources cap (as referenced in EDD Directive WSD 14-1 and/or SB 734)
November 15, 2016-June 30, 2017	\$252,439	\$113,105	
July 1, 2017 - June 30, 2018	\$394,077	\$226,209	
July 1, 2018 - June 30, 2019	\$536,373	\$255,323	\$77,558.55

5. 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 (1/2019)**, and **EXHIBIT B-2 Wildfire NDWG Revised**. Invoices submitted for payment that are based upon **EXHIBIT B-1 Revised (1/2019)** or **EXHIBIT B-2 Wildfire NDWG Revised** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

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

By the 15th of each month, CONTRACTOR shall submit to the 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. 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 (1/2019)** and **EXHIBIT B-2 Wildfire NDWG Revised**, 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.

7. Add Section I of **EXHIBIT B** to the Agreement:

*Budget Variances: CONTRACTOR shall obtain the expressed written consent from the DESIGNATED REPRESENTATIVE for any variation of the line item amounts set forth in the Line Item Budget detailed in **EXHIBIT B-1 Revised (1/2019)** and **EXHIBIT B-2 Wildfire NDWG Revised**. In no event shall the overall budget amount be exceeded without a formal written amendment to the Agreement.*

8. Add **EXHIBIT B-1 Revised (1/2019)** to the Agreement which shall replace **EXHIBIT B-1** and **EXHIBIT B-1 (Revised)** and add **EXHIBIT B-2 Wildfire NDWG Revised** to the Agreement which shall replace **EXHIBIT B-2 Wildfire NDWG**.

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

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

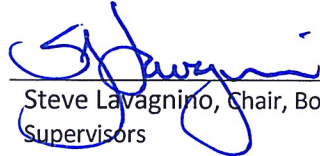
IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Steve Lavagnino, Chair, Board of Supervisors

Date: 5-7-19

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: 
Department Head

CONTRACTOR:

KRA Corporation


By: _____
Authorized Representative

Name: Patrick Boxall

Title: Vice President & COO

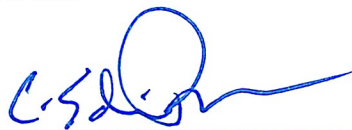
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

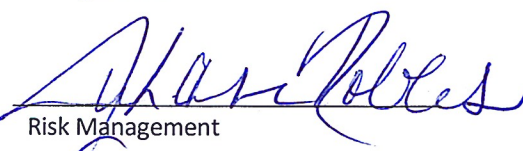
APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

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

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County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Steve Lavagnino, Chair, Board of
Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of 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:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT B-1 Revised (1/2019)
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 Assistant	\$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			33,105
Training Total			80,000
Supportive Services			
Other (Participant Employment Verification)			
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 Assistant	\$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			
Subtotal Other Operating			35,652
Subtotal Operating			244,252
C. DIRECT JOB SEEKER COSTS			
Training			77,699
Other Training			
Training Total			77,699
Supportive Services			
Other (Participant Employment Verification)			
Subtotal Direct Job Seeker Costs			77,699
D. INDIRECT COSTS			48,084
E. PROFIT			24,042
TOTAL BUDGET			394,077

**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 Cost to Contract
Position Title			
PROGRAM MANAGER	\$94,926	34.62%	32,859
PROGRAM ASSISTANT	\$42,954	87.43%	37,555
QUALITY ASSURANCE	\$66,540	34.23%	22,778
CAREER AGENT TEAM LEAD	\$72,016	45.57%	32,821
BUSINESS SERVICE REP	\$56,820	68.25%	38,782
BUDGET ANALYST	\$85,118	14.10%	12,002
CORPORATE SUPPORT	\$98,771	17.76%	17,544
Subtotal Wages & Fringes			194,341
B. OTHER OPERATING			
Advertising			0
Audit			568
Copying/Printing			149
Dues/Membership			200
Equipment Lease/Purchase/Maintenance			4,007
Insurance			163
Legal Fees			0
Meeting Room Rent			0
Misc (License, Tax, Other Fees)			0
Postage			178
Publications			0
Staff Development			2,091
Staff Travel			15,025
Supplies (Not Testing)			6,613
Telephone/Communication			8,637
Other			
Consulting Services			43,416
Professional & Special Services			957
Subtotal Other Operating			82,004
Subtotal Operating			276,345
C. DIRECT JOB SEEKER COSTS			
<i>Training</i>			178,496
<i>Other Training</i>			0
Training Total			178,496
Supportive Services			3,500
Other (Employment Participation Verification)			1,407
Subtotal Direct Job Seeker Costs			183,403
D. INDIRECT COSTS			51,083
E. PROFIT			25,542
TOTAL BUDGET			536,373

EXHIBIT B-2
Wildfire NDWG Revised
Line Item Budget

CALIFORNIA WILDFIRE NDWG
WORKFORCE INNOVATION AND OPPORTUNITY ACT

Organization:	KRA Corporation
One Stop Location:	Santa Barbara
Contract Year:	June 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%	\$1,980
Career Agent	\$6,403	100.00%	\$0
Program Analyst/Accountant	-	25.00%	-
Subtotal Wages & Fringes			1,980
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			-
Supplies (Not Testing)			-
Telephone/Communication			-
Other			-
Subtotal Other Operating			-
Subtotal Operating			1,980
C. DIRECT JOB SEEKER COSTS			
Participant Wages			-
Participant Fringe Benefits			-
Other Training			
Training Total			-
Supportive Services			
Other			
Subtotal Direct Job Seeker Costs			-
D. INDIRECT COSTS			-
E. PROFIT			
TOTAL BUDGET			1,980

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

Organization:	KRA Corporation
One Stop Location:	Santa Barbara
Contract Year:	June 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%	\$61,163
NDWG Site Supervisor	\$60,789	29.00%	\$27,190.73
Career Agent	\$36,286	100.00%	\$42,689
Program Analyst/Accountant	61,020	25.00%	15,255
Subtotal Wages & Fringes			146,298
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			3,430
Supplies (Not Testing)			1,800
Telephone/Communication			
Consultant fees/ Other			5,000
Subtotal Other Operating			10,230
Subtotal Operating			156,528
C. DIRECT JOB SEEKER COSTS			
Participant Wages			-
Participant Fringe Benefits			-
Other Training			
Training Total			-
Supportive Services			\$63,325.00
Other			
Subtotal Direct Job Seeker Costs			63,325
D. INDIRECT COSTS			22,183
E. PROFIT			
TOTAL BUDGET			242,036