

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR  
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

**Santa Barbara County**  
Department of Social Services

***Second Amendment***

This is a *Second* Amendment (*Second* Amendment to the Agreement) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Foundation for California Community Colleges** (CONTRACTOR).

**WHEREAS**, on May 17, 2022, COUNTY approved the Agreement for Services of Independent Contractor, number BC# 21-283, (Agreement) with CONTRACTOR for the provision of Human Resource Services, for the CalWORKs Expanded Subsidized Employment Program through Career Catalyst Services;

**WHEREAS**, the initial term of the Agreement commenced on May 17, 2022, and is set to expire on June 30, 2023;

**WHEREAS**, on June 27, 2023, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2022 through June 30, 2023 (First Extension Period); and

**WHEREAS**, the parties now desire to amend Agreement to extend the term for one additional year commencing on July 1, 2024, through June 30, 2025 (Second Extension Period).

**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 1, **DESIGNATED REPRESENTATIVE**, of the Agreement is amended to state in its entirety:

*Dario Predazzi*, Operations Manager at phone number (805) 737-6022 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. *Leti Shafer* at phone number (916) 322-4545 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Section 2, **NOTICES**, To COUNTY, of the Agreement is amended by replacing the following language:

To COUNTY:	<b><u>CONTRACT INQUIRIES:</u></b>
	<i>Dario Predazzi</i> , Economic Assistance & Employment Services Branch
	Operations Manager
	Department of Social Services
	2125 Centerpointe Parkway, Santa Maria, CA 93455
	<i>dpredaz@countyofsb.org</i>

3. Section 4, **TERM**, of the Agreement is amended by adding the following language:

For the *Second Extension Period*, CONTRACTOR shall commence performance on **July 1, 2024** and end performance upon completion, but no later than **June 30, 2025** unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate *one (1) additional one (1) year renewal*, without re-bidding. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

4. 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** for the period of May 17, 2022 through June 30, 2023, **EXHIBIT B-2** for the period of July 1, 2023 through June 30, 2024, and **EXHIBIT B-3** for the period of July 1, 2024 through June 30, 2025, 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.

5. Section 36, **MANDATORY DISCLOSURE**, of the Agreement is amended to state in its entirety:

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY whenever it has credible evidence of the commission of all violations of Federal criminal law involving fraud, bribery, or gratuity violations found in violation of Title 18 of the United States Code of a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure shall be in writing to the Federal agency, the agency's Office of Inspector General, and the COUNTY. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://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 31 U.S.C. 3321.)

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

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$782,221.50 for the period of May 17, 2022 through June 30, 2023, a total contract amount, including cost reimbursements not to exceed **\$1,176,070.10** for the period of July 1, 2023 through June 30, 2024, and a total contract amount, including cost reimbursements not to exceed **\$1,176,070.10** for the period of July 1, 2024 through June 30, 2025.

7. Section B of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:

B. 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** (Line Item Budget) for the period of May 17, 2022 through June 30, 2023, **EXHIBIT B-2** (Line Item Budget) for the period of July 1, 2023 through June 30, 2024, and **EXHIBIT B-3** (Line Item Budget) for the period of July 1, 2024 through June 30, 2025. Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2, or B-3** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

8. Section C of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:

- C. Monthly, CONTRACTOR shall submit an invoice or certified claim on the County Treasury for the service performed over the period specified to: Kelly Arredondo at karredo@countyofsb.org.

These invoices or certified claims must cite the assigned Board Contract Number. Invoices must include the applicable reports that include: the number of Participants served under the Agreement, the breakdown of costs per the Line Item Budget, and identifies Participants and hours worked per Participant for each payroll cycle. 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, B-2, or B-3** 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.

- D. Section D of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:

Budget Variances: CONTRACTOR shall obtain in advance the expressed written consent from the DESIGNATED REPRESENTATIVE for any variation of the line item amounts within the same cost category (i.e., Direct Services - Sick Leave, Direct Services - Background Checks, identified in EXHIBIT B-1) set forth in the Line Item Budgets detailed in **EXHIBIT B-1, B-2, or B-3**.

9. Add **EXHIBIT B-3**, Line Item Budget for Fiscal Year 2024/2025 as attached.

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

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Second Amendment to the Agreement between the **County of Santa Barbara** and **Foundation for California Community Colleges**.

**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

**COUNTY OF SANTA BARBARA:**

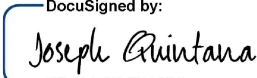
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Steve Lavagnino, Chair  
Board of Supervisors

Date: \_\_\_\_\_

**CONTRACTOR:**

Foundation for California Community Colleges


By:  \_\_\_\_\_  
Authorized Representative

Name: Joseph Quintana

Title: Chief Operating Officer

**RECOMMENDED FOR APPROVAL:**

Social Services

By:  \_\_\_\_\_  
Department Head

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

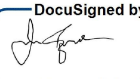
**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

By:  \_\_\_\_\_  
Risk Management

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
Deputy

**EXHIBIT B-3**

**Line Item Budget  
For the Period of July 1, 2024 through June 30, 2025**

Budget Item	Total
<b>A. Employee Salaries and Fringe Benefits</b>	
Admin Salaries	\$ -
Employee Salaries	\$ -
Fringe Benefits	\$ -
Other (Specify)*	\$ -
<b>B. Other Operating</b>	
Outreach/Advertising	\$ -
Copying/Printing	\$ -
Dues/Membership	\$ -
Equipment Lease/Purchase/Maintenance/Rental*	\$ -
Facilities Rent/Maintenance	\$ -
Insurance	\$ -
Legal Fees	\$ -
Meeting Room Rent	\$ -
Misc (License, Tax, Other Fees)	\$ -
Postage	\$ -
Publications	\$ -
Staff Development	\$ -
Staff Travel	\$ -
Office Supplies*	\$ -
Telephone*	\$ -
Computer/Technology	\$ -
Contractual Services	\$ -
Supplies Other (Specify)*	\$ -
Other (Specify)*	\$ -
<b>C. Direct Services</b>	
Wages (\$16.00 per hour, up to 29 hours per week, ~52 weeks per participant)	\$818,090.00
Sick Leave	\$13,020.00
Vacation/Holiday pay	
Workers Compensation Insurance (8% estimated rate applied; will bill on actuals)	\$65,447.20
Payroll Taxes (11% rate applied)	\$89,989.90
Background Checks (\$22.50 per participant)	\$2,000.00
MVR Checks (\$2.00 per participant)	
Other (\$100 one time onboarding fee per participant)	\$4,500.00
<b>D. Indirect Costs</b>	
Federally approved indirect rate applied to direct services less onboarding fee (18.8%)	\$183,023.00
<b>TOTAL BUDGET</b>	<b>\$1,176,070.10</b>

- a. Budget Item C, line 1: COUNTY is billed for the Participant’s hourly rate owed to the Participant plus employer payroll taxes (Reference in EXHIBIT B-1, B-2, or B-3 (Line Item Budget)). The Participant’s

estimated hourly pay rate is \$15.00 for the period of May 17, 2022 through December 31, 2022, and \$15.50 for the period of January 1, 2023 through June 30, 2024, and \$16.00 for the period of January 1, 2024 through June 30, 2025. Participants shall earn no less than the California minimum wage.

- b. Budget Item C, line 4: The actual percentage for employer tax is determined based upon assigned workers compensation codes. Workers compensation codes are assigned based on worksites and occupations in which Participants will be placed. These worksites are recruited by COUNTY based on Participant's interests and goals.
- c. Budget Item C, line 6: COUNTY is billed for Background Checks at \$22.50 per Participant for pre-employment screening that is requested by COUNTY.
- d. Budget Item C, line 7: On-Boarding Fee of \$100 per Participant, which is invoiced at the time of hire. The onboarding fee is billed per Participant upon initiation of a new hire request to cover processing and personnel expenses incurred in the establishment of a new personnel profile within the CONTRACTOR's HRIS. The on-boarding fee covers the costs of creating new account in HRIS, supporting COUNTY staff and Participants through onboarding process, resolving technical issues and providing login support, auditing new hire information in compliance with labor law (including I-9 audits), pay card issuance and mailing. The onboarding fee will not be billed for rehires.
- e. Budget Item D, Line 1: COUNTY is billed for an indirect cost rate of 18.8% to cover administrative and payroll fees associated with facilitating the Employer of Record Services. The indirect rate is applied to cover administrative personnel costs (program and back-office staff) and payroll processing fees associated with the ongoing facilitation of Employer of Record Services (technical support/training, labor law compliance, workers' compensation management, payroll services, off-boarding, W-2's).
- f. Budget Variances: COUNTY DESIGNATED REPRESENTATIVE shall notify CONTRACTOR of any reallocation of line item amounts without exceeding the total contract amount and in no event shall the overall budget amount be exceeded without a formal written amendment to the Agreement.