

**FOURTH AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
WITH COMMUNITY ACTION COMMISSION OF SANTA BARBARA COUNTY OF SANTA BARBARA SOCIAL SERVICES
FOR 211 HELPLINE SERVICES**

Santa Barbara County
Department of Social Services

Fourth Amendment

This is a *Fourth* Amendment (Fourth Amendment to the Agreement) to the Agreement for Services of Independent Contractor, number *BC#16-095* (Agreement) by and between the **County of Santa Barbara** (COUNTY) and **Community Action Commission of Santa Barbara County (CAC)** (CONTRACTOR).

WHEREAS, on August 26, 2015, COUNTY approved the Agreement with CONTRACTOR for the provision of 211 Helpline Services;

WHEREAS, the initial term of the Agreement commenced on July 1, 2015, and expired on June 30, 2016;

WHEREAS, on June 21, 2016, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2016 to June 30, 2017; and

WHEREAS, on August 29, 2017, the COUNTY approved the Third Amendment to the Agreement with CONTRACTOR to extend the second term of the Agreement for one additional year from July 1, 2017, through June 30, 2018 unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement to reflect the City of Santa Barbara's partnership with CONTRACTOR to provide the funding previously included in this Agreement directly to CONTRACTOR for the 211 Helpline Service.

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:

Heather Gardner at phone number 805-346-8264 is the representative of COUNTY and will administer this Agreement for and on behalf of the COUNTY. *Patricia Keelean* at phone number (805) 964-8857 is the authorized representative for CONTRACTOR. Changes in designated representative shall be made only after advance written notice to the other party.

2. Section 2, **NOTICES**, of the Agreement is amended to state in its entirety:

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, *email*, or otherwise delivered as follows:

TO COUNTY: *Heather Gardner*, Department of Social Services,
2125 S. Centerpointe Parkway, Santa Maria, CA 93455

TO CONTRACTOR: *Patricia Keelean*, Community Action Commission
5638 Hollister Avenue, Suite 230
Goleta, CA 93117

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. 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 July 1, 2015 through June 30, 2016, Exhibit B-2 for the period of July 1, 2016 through June 30, 2017, and Exhibit B-3 for the period of July 1, 2017 through June 30, 2018, which are attached to the First, Second, or Fourth Amendments 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.

4. 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 reimbursed for CONTRACTOR's reimbursable expenses during the term of this Agreement. CONTRACTOR shall be paid a total contract amount from COUNTY, including cost reimbursements not-to-exceed \$170,540, for the period of July 1, 2015 through June 30, 2016, not-to-exceed \$186,640 for the period of July 1, 2016 through June 30, 2017, and not-to-exceed \$150,747, for the period of July 1, 2017 through June 30, 2018.

5. Exhibit B-3, Line Item Budget for Fiscal Year 2017-2018 is amended in its entirety as attached.

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

**EXHIBIT B-3
LINE ITEM BUDGET
FY 2017/2018**

Budget Category	FY 17/18 Annual Budget
<u>Direct Program Costs</u>	
Director(.05FTE @\$44.86/hr)	\$ 4,665.78
Resource Spec (1FTE @\$23.56/hr)	49,004.80
Fringe-36.5%	19,589.76
Total Salaries& Benefits	73,260.34
Technology Expenses	
Sub contract Interface call center	73,000.00
Icarol 211 database subscription	4,500.00
AIRS dues	200.00
211 CA dues	900.00
Mission web website management & updates	1,000.00
Total Technology Cost	79,600.00
General Expenses	
Communications	500.00
Mileage	2,500.00
Training and Conference	200.00
Database Updates	1,500.00
Office Supplies	500.00
Printing and Outreach	2,300.00
Postage/Mailing	50.00
Insurance	200.00
Equipment Lease	1,750.00
Rent & Utilities	2,650.00
Total General Operating	12,150.00
Subtotal Program Expenses	\$165,010.34
Indirect Costs	9,736.66
Total 211 Helpline Cost:	\$174,747.00
Total County Cost*	\$150,747.00

* City of Santa Barbara pays \$24,000 directly to CAC to help fund 211. Therefore, total budget for CAC to run 211 is \$174,747 and the total county cost is \$150,747.

//
//

Fourth Amendment to the Agreement between the **County of Santa Barbara** and **Community Action Commission of Santa Barbara County**.

IN WITNESS WHEREOF, the parties have executed this Fourth 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: _____
Das Williams, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

CONTRACTOR:

Community Action Commission of Santa
Barbara County

By: _____
Authorized Representative

Name: Patricia Keelean

Title: Executive Director

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