

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
CUSTOMER SERVICE CERTIFICATION TRAINING**

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#17-166* (Agreement) by and between the **County of Santa Barbara** (COUNTY) and **Goodwill Industries of Ventura and Santa Barbara Counties** (CONTRACTOR), for the continued provision of Customer Service Certification Training.

WHEREAS, on September 20, 2016, COUNTY approved the Agreement with CONTRACTOR for the provision of Customer Service Certification Training;

WHEREAS, the initial term of the Agreement commenced on October 1, 2016, and is set to expire on June 19, 2018, unless otherwise directed by COUNTY or unless earlier terminated;

WHEREAS, the parties now desire to amend the Agreement to extend the term of the existing Agreement through December 31, 2018 (Extension Period) due to a no cost extension granted by the United States Department of Labor to extend the Career Pathways for Youth Project to allow Workforce Development Board staff and CONTRACTOR the opportunity to utilize the summer of 2018 to serve participants, facilitate meeting established goals and objectives; and

WHEREAS, the parties desire to adjust the not to exceed amounts;

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

For the Extension Period, CONTRACTOR shall commence performance on October 1, 2016 and end performance upon completion, but no later than *December 31, 2018*, unless otherwise directed by COUNTY or unless earlier terminated.

2. Section 37, **MANDATORY DISCLOSURE**, of the Agreement, shall be added:

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 Remedies for noncompliance, including suspension or debarment.

3. Section 38, **SUBAWARD**, of the Agreement, shall be added:

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

4. Section V, **Performance Measures/Outcomes**, of Exhibit A, is amended to state in its entirety:
All 200 participants shall attend and take the National Retail Federation knowledge-based exam.

5. Section A of Exhibit B 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 \$50,000 for period October 1, 2016 *through December 31, 2018*.

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

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First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Goodwill Industries of Ventura and Santa Barbara Counties**.

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

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

Goodwill Industries of Ventura and Santa Barbara Counties

By: _____
Director
Daniel Nielson

By: _____
Authorized Representative

Name: Laura Kistner
Title: Director of Workforce Services

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management