SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT (hereafter Amendment No. 2) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Laurel Labor Services, Inc. with an address at 714 E. Chapel St. #B, Santa Maria, California, 93454 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the parties hereto, entered into an Agreement (BC21246) for casual labor services as requested by the COUNTY, commencing on March 15, 2022; and

WHEREAS, this Agreement was first amended on May 16, 2023; and

WHEREAS, these amendments are being made pursuant to Article 25 of the Agreement, which allows for the Agreement to be amended; and

WHEREAS, Amendment No. 2 amount for the project is to add \$677,584 for services rendered through June 30, 2026; and

WHEREAS, additional work is necessary to support RRWMD operations.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

- 1. Paragraph 4 of the Agreement is hereby amended to read: TERM. CONTRACTOR shall commence performance on March 21, 2022 and end performance upon completion, but no later than June 30, 2026 unless otherwise directed by COUNTY or unless earlier terminated.
- 2. EXHIBIT B, Paragraph A, is hereby amended to read: For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$2,734,684.00.
- 3. EXHIBIT B, Attachment B1-Schedule of Fees, is hereby amended to include the updated rates and term as attached and as follows: CONTRACTOR shall provide the services stated in this Agreement to the County from March 21, 2022 through June 30, 2026.
- 4. The terms and provisions set forth in this Amendment No. 2 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement (BC21246) and first amendment thereto. The terms and provisions of the Agreement, except as expressly modified and superseded by this Amendment No. 2, are confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

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Risk Management

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

ATTEST: Mona Miyasato	COUNTY OF SANTA BARBARA:
County Executive Officer Clerk of the Board	
Ву:	Ву:
Deputy Clerk	Laura Capps Chair, Board of Supervisors
	Date:
RECOMMENDED FOR APPROVAL:	CONTRACTOR:
PUBLIC WORKS DEPARTMENT	LAUREL LABOR SERVICES, INC.
By: Walter Rubalcava for CS Chris Sneddon	By: Jau vel
Department Head	Authorized Representative
	Name: <u>llly lavrel</u> Title: <u>one sident</u>
	piesia Okt
APPROVED AS TO FORM: Rachel Van Mullem County Counsel	APPROVED AS TO ACCOUNTING FORM: Betsy M. Schaffer, CPA Auditor-Controller
By: Johannah Hartley Johannah Hartley Deputy County Counsel	By: Signed by: Shawna Jorgensen Deputy
APPROVED AS TO FORM:	
Gregory Milligan, ARM Risk Manager	
Signed by:	

EXHIBIT B

ATTACHMENT B1 – SCHEDULE OF FEES

CONTRACTOR shall provide the services stated in this Agreement to the County from March 15, 2022 through June 30, 2026, at the following rates. (Table 1 hourly rates charged to County include an overhead charge of 44% for laborers and 44% for supervisors. Table 2 hourly rates charged to County include an overhead charge of 50% for laborers and 50% for supervisors.)

Table 1 - Fee Schedule and Original Agreement and Amendment 1 (March 15, 2022 – April 7 2025)

<u>Title Classification</u>	Hourly Rate Charged to County	Hourly Rate Paid to Worker
Laborer	\$24.48	\$17.00
Supervisor	\$27.35	\$19.00

Note: These rates were increased from the original agreement as allowed for in the original agreement due to increases in minimum wage.

Table 2 - Fee Schedule Updated per Amendment 2 (April 8, 2025 – June 30, 2026)

<u>Title Classification</u>	Hourly Rate Charged to County	Hourly Rate Paid to Worker
Laborer	\$28.50	\$19.00
Supervisor	\$31.50	\$21.00