## **AGREEMENT**

between

#### **COUNTY OF SANTA BARBARA**

and

# FINANCIAL CREDIT NETWORK, INC.

for

#### **COLLECTION SERVICE ACTIVITIES**

### FIRST AMENDMENT

# Effective July 1, 2018

THIS IS THE FIRST AMENDMENT (hereinafter referred to as First Amendment) to the Agreement for Services of Independent Contractor (the "Agreement") dated March 15, 2016 between the County of Santa Barbara, a political subdivision of the State of California (COUNTY), and Financial Credit Network, Inc. with an address at 1300 West Main Street, Visalia, CA 93291 (CONTRACTOR), effective as of July 1, 2018 ("First Amendment Effective Date").

WHEREAS, the Agreement is effective through June 30, 2018; and

WHEREAS, the parties desire to amend the Agreement to extend the term; and

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

# 2. Amendments.

a. Agreement, Section 2 **DESIGNATED REPRESENTATIVE** shall be deleted in its entirety and replaced with the following:

James Ray, Hazardous Materials Program Supervisor at phone number 805-346-8461 is the representative of Public Health Department and Gloria Alvarez, Accounting Manager at phone number 805-882-3610 is the representative of the Public Works Department and they will administer this Agreement for and on behalf of COUNTY. Kris Davisson at phone number 800-540-9011 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

b. Agreement, Section 2 **NOTICES** shall be revised with the following:

To COUNTY:

Public Health Department

James Ray

Hazardous Materials Supervisor Environmental Health Services

County of Santa Barbara, Public Health Department

2125 S. Centerpointe Parkway, Room 333

Santa Maria, CA 93455 PH: 805-346-8461

**Public Works Department** 

Gloria Alvarez

Accounting Manager

Resource Recovery & Waste Management

County of Santa Barbara, Public Works Department

130 E. Victoria Ave., Suite 100 Santa Barbara, CA 93101

PH: 805-882-3610

- c. Section 4 is amended as follows:
  - 4. <u>TERM.</u> The term of this Agreement shall be for the period of March 15, 2016 through June 30, 2021.
- 3. <u>Counterparts.</u> This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

First Amendment to Agreement between the County of Santa Barbara and Financial Credit Network, Inc. IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2018.

#### ATTEST:

Mona Miyasato County Executive Officer Clerk of the Board

Deputy Clerk

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD Public Health Department

Department Head

**COUNTY OF SANTA BARBARA:** 

Ву:

Chair, Board of Supervisors

Date: 6-5-18

RECOMMENDED FOR APPROVAL:

Scott McGolpin, Director Public Works Department

By: John

### APPROVED AS TO FORM:

Michael C. Ghizzoni County Counsel

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA Auditor-Controller

By:

Deputy

APPROVED AS TO FORM:

Management \

Risk Management

First Amendment to Agreement Financial Credit Network, Inc. July 1, 2018 through June 30, 2021

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First Amendment to Agreement between the **County of Santa Barbara** and **Financial Credit Network, Inc. IN WITNESS WHEREOF,** the parties have executed this First Amendment to be effective July 1, 2018.

Financial Cr	edit Network, Inc.
Ву:	Authorized Representative
Name:	Kris Davisson
Title:	Vice President