

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR TO  
PROVIDE CAREER CATALYST SERVICES**

**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#17-248* (Agreement), by and between the **County of Santa Barbara** (COUNTY) and **Foundation for California Community Colleges** (CONTRACTOR).

**WHEREAS**, on February 28, 2017, COUNTY approved the Agreement with CONTRACTOR for Payroll Services;

**WHEREAS**, the initial term of the Agreement commenced on February 28, 2017, and is set to expire on June 1, 2017, unless otherwise directed by COUNTY or unless earlier terminated;

**WHEREAS**, the parties now desire to amend the Agreement to *increase the compensation* and *extend* the existing Agreement through December 31, 2018;

**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 to state in its entirety:

CONTRACTOR shall commence performance on February 28, 2017, and end performance upon completion, but no later than *December 31, 2018*, unless otherwise directed by COUNTY or unless earlier terminated.

2. Section 38, **MANDATORY DISCLOSURE**, is added to the Agreement as follows:

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](http://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 6, **Performance Measures**, of Exhibit A is amended to state in its entirety:

- Contractor shall provide services for the CPY Project for 260 Youth between the ages of 16 – 24 (both in school and out of school) for up-to 200 hours per youth.
- Contractor shall work together with the COUNTY, WDB, participants, employers and the work experience coordination vendor (currently Goodwill Industries of Ventura and Santa Barbara Counties) to ensure participants are provided the necessary tool that facilitate the learning experience during participation in the CPY project.

4. Section A of Exhibit B is amended to state in its entirety:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$841,438.00 which includes \$10,000.00 contingency for legally required health benefits subject to recapture as described in section E below.**

5. Section B of Exhibit B is amended to state in its entirety:

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 ATTACHMENT Revised B-1 (Schedule of Fees). In no event, shall the line item amounts in ATTACHMENT Revised B-1 be exceeded. Invoices submitted for payment that are based upon ATTACHMENT Revised B-1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.

6. Section C of Exhibit B is amended to state in its entirety:

Every two weeks, CONTRACTOR shall submit an invoice or certified claim on the County Treasury for the service performed over the period specified to:

Karen J. Schmitt, Accountant III  
Department of Social Services, Fiscal Division 234 Camino Del Remedio  
Santa Barbara CA, 93110 [k.schmitt@sbcsocialserv.org](mailto:k.schmitt@sbcsocialserv.org)

Copy Luis Servin at [L.Servin@sbcsocialserv.org](mailto:L.Servin@sbcsocialserv.org)

These invoices or certified claims must cite the assigned Board Contract Number, a Completed Unit Report that includes the service breakdown detailing the number of youth served and costs involved, and a Student Hours Worked Report that includes a breakdown of participants and hours worked per 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 Attachment *Revised* B1 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.

7. Replace ATTACHMENT B-1 (Schedule of Fees) with ATTACHMENT *Revised* B-1 (Schedule of Fees).
8. In all other respects, the Agreement remains unchanged and shall remain in full effect.

**ATTACHMENT Revised B-1**  
**Schedule of Fees**

COUNTY shall pay CONTRACTOR based on the total of the following:

Item Description	Estimated Total Amounts COHORT 1	Estimated Total Amounts COHORT 2	Estimated Total Amounts COHORT 3
(a.) <b>Wages:</b> Hourly rate of California minimum wage: \$10.50 per hour from January 2017 – December 2017 \$11.00 per hour from January 2018 December 2018	\$147,000	\$252,000	\$154,000
(b.) <b>12% Taxes:</b> Federal/State Unemployment, Social Security, MediCare, ETT	\$17,640	\$30,240	\$18,480
(c.) <b>13% Workers Compensation</b>	\$19,110	\$32,760	\$20,020
<b>Total Wages, Employer Taxes and Workers Compensation Subtotal</b>	<b>\$183,750</b>	<b>\$315,000</b>	<b>\$192,500</b>
(d.) <b>15% CONTRACTOR Fee</b>	\$27,563	\$47,250	\$28,875
(e.) <b>On-Boarding Fee (\$100 per Participant)</b>	\$7,000	\$12,000	\$7,000
(f.) <b>Travel Expenses</b>	\$3,500	\$3,500	\$3,500
<b>Total</b>	<b>\$221,813</b>	<b>\$377,750</b>	<b>\$231,875</b>
(g.) <b>Contingency for Legally Required Health Benefits</b>	\$10,000		
<b>Grant Total</b>	<b>\$841,438.</b>		

- a. The Participant’s hourly pay rate of California minimum wage is \$10.50 through December 31, 2017, and \$11.00 effective January 1, 2018;
- b. COUNTY is billed for employer payroll taxes up to 12%;
- c. COUNTY is billed for workers compensation for up to 13% which is determined based upon assigned workers compensation codes;
- d. A 15% mark-up of the total costs described in items a., b., and c. above, to cover wages, taxes, and workers compensation fees associated with facilitating services;
- e. On-Boarding Fee of \$100 per Participant.
- f. Depending on the location and size of the project, COUNTY will be billed for additional travel expenses. All charges will be agreed upon before the program begins; and
- g. The cost of any legally required health benefits.
  - Cost for any legally required health benefits is \$460 per Participant.

COUNTY shall inform CONTRACTOR the applicable Cohort the youth will fall under and CONTRACTOR shall confirm with COUNTY the applicable Cohort if COUNTY has not informed CONTRACTOR of that information.

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

**IN WITNESS WHEREOF**, the parties have executed this First 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

**CONTRACTOR:**

Foundation for California Community  
Colleges

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Social Services

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

**APPROVED AS TO ACCOUNTING  
FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

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

**COUNTY OF SANTA BARBARA:**

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

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

**CONTRACTOR:**

Foundation for California Community  
Colleges

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

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

**APPROVED AS TO FORM:**

Risk Management

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