

**SECOND AMENDMENT  
TO  
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS SECOND AMENDMENT TO AGREEMENT** (“Second Amendment”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and South Coast Funding Group, LLC, a Delaware limited liability company doing business as QwikResponse Restoration & Construction, whose principal address is 165 Aero Camino, Goleta, CA 93117 (“CONTRACTOR” and together with COUNTY, collectively, the “Parties” and each individually a “Party”).

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program, which is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.; and

**WHEREAS**, U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance designate expenditure categories including Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons); and

**WHEREAS**, on August 31, 2021, the County Board of Supervisors approved the Encampment Resolution Strategy and Protocol, including County American Rescue Plan Act (“ARPA”) funds to provide sanitation services.; and

**WHEREAS**, on April 23, 2024, the County Board of Supervisors approved \$500,000 in ARPA funds to provide sanitation services as part of the Encampment Resolution Strategy; and

**WHEREAS**, COUNTY and CONTRACTOR are parties to that certain Agreement for Services of Independent Contractor dated as of July 16, 2024, as amended by that certain First Agreement dated December 3, 2024 (as amended by the First Amendment, the “AGREEMENT”), memorializing the terms and conditions pursuant to which COUNTY provided \$750,000 in ARPA funds to CONTRACTOR QwikResponse Restoration & Construction for a period of approximately two years beginning July 16, 2024, and ending June 30, 2026; and

**WHEREAS**, the parties hereto desire to amend the AGREEMENT to provide an additional **\$250,000** in one-time special revenue funding to provide sanitation services in connection with homeless encampment on property owned or controlled by Santa Barbara County, or in other jurisdictions pursuant to agreements between the County and such jurisdictions;

**NOW THEREFORE**, the parties hereto mutually agree to amend the AGREEMENT as follows:

1. Section V of the AGREEMENT is hereby amended by replacing the first sentence of Section V to read in its entirety as follows:

“It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$1,000,000.**”

2. Section A of EXHIBIT C is hereby to read in its entirety as follows:

“For Services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$1,000,000** (“Maximum Contract Amount”).”

3. Except as set forth in Sections 1 and 2 above, this Second Amendment shall not modify or change any of the provisions of the AGREEMENT, and the parties hereto and thereto are bound by its provisions, as amended herein.
4. This Second Amendment may be executed electronically and in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties hereto shall preserve undestroyed, shall together constitute one and the same instrument.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused this Second Amendment to be executed by their respective duly authorized officers, to be effective as of the first date dully executed by all of the parties hereto.

**ATTEST:**

**COUNTY OF SANTA BARBARA:**

MONA MIYASATO  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk of the Board

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

**APPROVED AS TO ACCOUNTING  
FORM:**

**COUNTY OF SANTA BARBARA:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

Signed by:  
By: James E Munro  
02BA147EFA84DE  
Deputy Auditor-Controller  
James E Munro

DocuSigned by:  
By: Jesus Armas  
E33B804A6E03475...  
Jesus Armas, Community Services Director

**APPROVED AS TO FORM**

RACHEL VAN MULLEM  
COUNTY COUNSEL

Signed by:  
By: Lauren Wideman  
8F464D822C84458...  
Deputy County Counsel  
Lauren Wideman

**APPROVED AS TO FORM:**

RISK MANAGEMENT

Signed by:  
By: Greg Milligan  
05E555F00269466...  
Greg Milligan

**"CONTRACTOR"**

South Coast Funding Group, LLC, a Delaware limited liability company doing business as  
QwikResponse Restoration & Construction

DocuSigned by:  
By: Kevin Smith  
5707371BCF48418...  
Kevin Smith, General Manager