

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
PATHWAY HOME 2 PROJECT – CAREER SERVICES, ACADEMIC AND OCCUPATIONAL SKILLS PROVIDER**

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#21-237* by and between the **County of Santa Barbara** (COUNTY) and **Allan Hancock Joint Community College District** (CONTRACTOR).

WHEREAS, on February 15, 2022, COUNTY approved the Agreement for Services of Independent Contractor, number BC#21-237, (Agreement) with CONTRACTOR for the provision of Pathway Home 2 Project – Career Services, Academic and Occupational Skills Provider;

WHEREAS, the initial term of the Agreement commenced on February 15, 2022, and is set to expire on June December 31, 2024; and

WHEREAS, the parties now desire to amend Agreement to update Exhibits A, B and C of the Agreement.

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 1. **DESIGNATED REPRESENTATIVE** of the Agreement, is amended to state in its entirety:

Luis Servin at phone number (805) 614-1543 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. *Laura Becker* at phone number (805) 922-6966, ext. is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Section 2. **NOTICES** of the Agreement, is amended to state in its entirety:

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, email, or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: *Luis Servin*, Executive Director, Workforce Development Board
234 Camino Del Remedio, Santa Barbara, CA 93110
lservin@countyofsb.org

To CONTRACTOR: *Laura Becker*, Director of Business Services
800 South College Drive, Santa Maria, CA 93454
Laura.Becker@hancockcollege.edu

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to

be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. Sub-section A.3f and A.3g are added to Section II. Duties and Responsibilities of EXHIBIT A, STATEMENT OF WORK, is added:
 - f. Onboard participants into the Foundation for California Community Colleges (Employer of Record) Workday system.
 - g. Review and approve participant's time cards and send to COUNTY for final approval.
4. Section A of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
 - A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be a total contract amount, including cost reimbursements, not to exceed **\$257,867.29**.
5. **EXHIBIT B-1**, Line Item Budget, is amended as attached.
6. **EXHIBIT C** is amended as attached.
7. ATTACHMENT 1, Invoice Template, is amended as attached.

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

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First Amendment to the Agreement between the **County of Santa Barbara** and **Allan Hancock Joint Community College District**.

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

COUNTY OF SANTA BARBARA:

By: _____
Das Williams, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

CONTRACTOR:

Allan Hancock Joint Community College
District

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: _____
Risk Management

EXHIBIT B-1

LINE ITEM BUDGET AND BUDGET NARRATIVE

LINE ITEM BUDGET

| | |
|--------------------------------------|-----------------------------------------------------------|
| Organization: | Allan Hancock Joint Community College District |
| Period of Performance | February 15, 2022 - December 31, 2024 |
| I. OPERATING COSTS | |
| A. WAGES AND FRINGES | |
| Position Title | |
| Career Center Program Specialist | \$155,821.79 |
| Counselor, Extra Assignment | \$27,558.72 |
| | |
| Subtotal Wages & Fringes | \$183,380.51 |
| B. OTHER OPERATING | |
| Copying/Printing | \$1,500 |
| Equipment Lease/Purchase/Maintenance | \$1,500 |
| Postage | |
| Staff Travel | \$8,374 |
| Supplies (Not Testing) | \$1,500 |
| Telephone/Communication | |
| Other: (list) | |
| Subtotal Other Operating | \$12,874 |
| Subtotal Operating | \$196,254.51 |
| C. INDIRECT COSTS | \$61,612.78 |
| TOTAL BUDGET | \$257,867.29 |

LINE ITEM BUDGET NARRATIVE

CONTRACTOR is subject to the federal and state statutes and common law, federal Uniform Administrative Guidance, applicable provisions of the FAR, and other federal and state regulations and directives. Budget items included in EXHIBIT B-1 are subject to review and approval. Unanticipated costs not included in description of this Line Item Budget and Narrative are subject to review and approval by COUNTY.

I. Operating Costs:

A. **WAGES AND FRINGE** – Includes wages and benefits of staff providing services to participants. Fringes include: Federal Insurance Contributions (FICA), Federal and State unemployment, medical (medical/dental/life insurance), workers' compensation, and pension for:

- i. 1 Career Center Program Specialist at 1 Full-time Equivalent (FTE);
- ii. 1 Counselor, Extra Assignment at .30 FTE.

B. OTHER OPERATING

- i. Copying/Printing: This includes the cost of printing information/referral materials, recruitment flyers, as well as resumes/cover letters. Disallowable costs are identified under 2 CFR Part 200.421 and include advertising costs for meetings/conventions and memorabilia. The term advertising costs means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, and the like. The only allowable advertising costs are those which are solely required for the performance of the PH2 project including program outreach and other specific purposes necessary to meet the requirements of the Federal award. Promotional materials used for outreach must:
 1. not have logos promoting local WDBs, CONTRACTOR, etc.;
 2. be for program use only, not as giveaway;
 3. outreach costs must be reasonable in amount.
- ii. Equipment (Lease/Purchase/Maintenance): Cost of career software, such as Career Cruising, which will be used during the PH2 project.
- iii. Staff Travel shall be mileage reimbursement to CONTRACTOR staff. Mileage reimbursement must be at the approved federal rate for mileage reimbursement.
- iv. Supplies (Not Testing) refers to office supplies such as toner and paper.

C. **INDIRECT COST:** Indirect cost is not to exceed \$61,612.78 per fiscal year as is calculated at 45% of wages. The Indirect Costs supports CONTRACTOR's administrative, Human Resources, and Business Services for the payroll/hiring /tracking/insuring etc. of all CONTRACTOR PH2 project participants. It is a common component of grants as they place a greater burden on the institution.

EXHIBIT C

Indemnification and Insurance Requirements (For contracts involving the care/supervision of children, seniors or vulnerable persons)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew

such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

ATTACHMENT 1

Invoice Template

| | | |
|-------------------------------------|--------------------------------------|------------------------|
| NAME OF VENDOR- Invoice | | |
| more vendor info if needed | | |
| County: | | |
| invoice Number: | | |
| Invoice Date: | | |
| Invoice Period: | | |
| | | Invoice Amounts |
| | | Total |
| A. WAGES AND FRINGES | | |
| Full Name | Position Title | |
| | | |
| | | |
| Subtotal Wages & Fringes | | |
| B. OTHER OPERATING | | |
| | Copying/Printing | |
| | Equipment Lease/Purchase/Maintenance | |
| | Postage | |
| | Supplies (Not Testing) | |
| | Telephone/Communication | |
| | Other | |
| | Subtotal Operating Costs | |
| C. INDIRECT COSTS | | |
| Total Invoice | | |