

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
WITH NORTHERN SANTA BARBARA COUNTY UNITED WAY
FOR AMERICORPS PARTNERSHIP**

Santa Barbara County
Department of Social Services

Third Amendment

This is a *Third Amendment* (*Third Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Northern Santa Barbara County United Way** (CONTRACTOR).

WHEREAS, on August 27, 2019, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-333, (Agreement) with CONTRACTOR for the provision of AmeriCorps Partnership;

WHEREAS, the initial term of the Agreement commenced on September 1, 2019, and is set to expire on August 31, 2020; and

WHEREAS, on August 18, 2020, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the term for one additional year commencing on September 1, 2020, through August 31, 2021 (*First Extension Period*);

WHEREAS, on August 17, 2021, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to extend the term for one additional year commencing on September 1, 2021, through August 31, 2022 (*Second Extension Period*); and

WHEREAS, the parties now desire to amend Agreement to extend the term for one additional year commencing on September 1, 2022, through August 31, 2023 (*Third Extension Period*).

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 by adding the following language:

For the Third Extension Period, CONTRACTOR shall commence performance on September 1, 2022 and end performance upon completion, but no later than August 31, 2023 unless otherwise directed by COUNTY or unless earlier terminated.

2. Section 42, **DOMESTIC PREFERENCES FOR PROCUREMENTS**, is added to the Agreement:

42. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

Domestic Preferences for Procurements. CONTRACTOR shall comply with Section 2 CFR Part 200.322. CONTRACTOR should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes here, "Produced in

the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. The first paragraph in EXHIBIT A-1, DESCRIPTION OF DUTIES, is amended to add:

2022/2023 AmeriCorps California Work Opportunity and Responsibility to Kids Housing Support (CalWORKs) Family Advocacy Services (FAS)/Housing Support Program (HSP) Team: Three (3) full-time or part-time Members shall be retained between September 1, 2022 and August 31, 2023. To the extent possible, there shall be one member in each regional office (Santa Barbara, Lompoc, and Santa Maria). While it is envisioned that each position will function in one regional area, there may be a need to provide support to other regional offices from time to time. Additionally, should three (3) full-time members not be available, COUNTY will accept any combination of full-time or half-time placements not to exceed the contract total. COUNTY will work with the AmeriCorps Program for any changes.

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 paid a total contract amount, including cost reimbursements, not to exceed **\$29,700** for the period of September 1, 2019 through August 31, 2020, not to exceed **\$30,780** for the period of September 1, 2020 through August 31, 2021, and not to exceed **\$32,000** for the period of September 1, 2021 through August 31, 2022, *and not to exceed \$35,000 for the period of September 1, 2022 through August 31, 2023.*

5. Section B of EXHIBIT B, PAYMENT ARRANGEMENTS, is amended to state in its entirety:

- B. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** for the period of September 1, 2019 through August 31, 2020, and **EXHIBIT B-2**, for the period of September 1, 2020 through August 31, 2021, **EXHIBIT B-3**, for the period of September 1, 2021 through August 31, 2022, *and EXHIBIT B-4, for the period of September 1, 2022 through August 31, 2023* 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.

6. Section C of EXHIBIT B, PAYMENT ARRANGEMENTS, is amended to state in its entirety:

- C. COUNTY agrees to provide a cash match for each AmeriCorps member that serves at COUNTY for the 2022/2023 program year as part of the AmeriCorps Grant received by the CONTRACTOR. Financial commitments occur when placements are made and with executed Agreement by COUNTY. Full payment is due within 30 days of member start date. If COUNTY fails to remit payment on time, without prior written approval, COUNTY will be assessed a late fee of \$250. COUNTY will work with the AmeriCorps Program to document agency site-supervisor in-kind match, using the OnCorps System as part of total program match required by funding agency.

7. Add EXHIBIT B-4, for Fiscal Year 2022-2023 as attached.

8. **EXHIBIT C** is amended as attached.

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

EXHIBIT B-4
Fiscal Year 2022/2023
September 1, 2022 through August 31, 2023

- A. Indicated below are the type of AmeriCorps members COUNTY has requested and agree to pay CONTRACTOR in correspondence with the required cash match:

Term of Service	Not-to-Exceed Match Amount
Full-Time	\$11,000
Half-Time	\$6,500
<p>___ has <input checked="" type="checkbox"/> not elected to provide mileage reimbursement at a rate of \$0.58/mile. Agencies requiring members to provide transportation for beneficiaries or travel to sites, MUST provide mileage reimbursement. CONTRACTOR will not be responsible for mileage reimbursement to COUNTY members.</p> <p>Mileage subtotal</p>	

- B. Subject to the not-to-exceed contract amount, full-time members shall serve 1700 hours and part-time members shall serve 900 hours.
- C. Type and number of AmeriCorps members may be revised based on ability to fill positions requested. COUNTY will work with the AmeriCorps Program for any changes.

EXHIBIT C

Indemnification and Insurance Requirements

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.

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.

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Third Amendment to the Agreement between the **County of Santa Barbara** and **Northern Santa Barbara County United Way**.

IN WITNESS WHEREOF, the parties have executed this Third 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: _____
Joan Hartmann, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

CONTRACTOR:

Northern Santa Barbara County United Way

By: _____
Authorized Representative

Name: Edward Taylor

Title: Chief Executive Officer

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