

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR  
REGIONAL EQUITY AND RECOVERY PARTNERSHIPS**

**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, by and between the **County of Santa Barbara** (COUNTY) and **County of San Luis Obispo Department of Social Services** (CONTRACTOR).

**WHEREAS**, on March 12, 2024, COUNTY approved the Agreement for Services of Independent Contractor, number BC# 23-270, (Agreement) with CONTRACTOR for the provision of Regional Equity and Recovery Partnerships;

**WHEREAS**, the initial term of the Agreement commenced on March 12, 2024, and is set to expire on December 31, 2025; and

**WHEREAS**, the parties now desire to amend Agreement to revise the Statement of Work commencing on November 5, 2024, through December 31, 2025 (First 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 5, **COMPENSATION OF CONTRACTOR**, of the Agreement is amended to state in its entirety:  
In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B, including ***EXHIBIT B-1, Revised November 2024*** for the period of March 12, 2024 through December 31, 2025, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2, **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.
2. Section IV, **PERFORMANCE MEASURES** of EXHIBIT A, Statement of Work, is amended to state in its entirety:
  - A. CONTRACTOR shall work with COUNTY on meeting the following regional goals for the period of November 5, 2024 through December 31, 2025:
    - i. Total number of enrolled participants to be served: 40
    - ii. Total number of enrolled participants attending community colleges: 32
    - iii. Total number of enrolled participants that completed training: 28
    - iv. Credentials awarded: 70% of enrolled participants who are in a credential program at community colleges.
    - v. Employment: 80% of enrolled participants that have entered employment with a new employer
    - vi. Training related employment: 65% of enrolled participants entering employment related to their training.

- vii. Employment: 15% of enrolled participants who enter employment with non-industry/sector employment
- B. CONTRACTOR shall implement RERP project in San Luis Obispo County that meets the following local goals for the period of November 5, 2024 through December 31, 2025:
  - i. Total number of enrolled participants to be served: 20
  - ii. Total number of enrolled participants attending community colleges: 16
  - iii. Total number of enrolled participants that complete training: 14
  - iv. Total number of attained industry recognized certificate by enrolled participants: 14
  - v. Total number of enrolled participants that enter employment with a new employer: 16
  - vi. Total number of enrolled individuals that enter training related employment: 13
  - vii. Total number of participants who enter permanent employment in San Luis Obispo County in a non-industry/sector new employer: 3
- 3. 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 ***\$494,664 for the period of March 12, 2024 through December 31, 2025.***
- 4. Section B of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
  - B. 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 **EXHIBIT B-1 Revised November 2024 for the period of March 12, 2024 through December 31, 2025**. Invoices submitted for payment that are based upon **EXHIBIT B-1 Revised November 2024** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- 5. Section C of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
  - C. Monthly, 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 Revised November 2024 for the period of March 12, 2024 through December 31, 2025, as applicable** and 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. Replace **EXHIBIT B-1**, Line Item Budget, with **EXHIBIT B-1 Revised November 2024**.
- 7. Replace Federal Award Identification Information Table of **EXHIBIT D, General Conditions, Assurances and Certification Workforce Innovation and Opportunity**, with **Federal Award Identification Table Revised November 2024**.

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

EXHIBIT B-1 Revised November 2024

Line Item Budget

Special Projects Contractor Santa Barbara WDB			
Organization: County of San Luis Obispo DSS; Workforce Development Board			
Contract Term		From: 3/12/2024 To: 12/31/2025	
I. OPERATING COSTS			
A. WAGES AND FRINGES		Base Salary	% Allocated to Contract
Position Title			Total Cost to Contract
WDB Manager		\$ 141,424	26%
WDB MIS Admin		\$ 117,569	13.7%
Subtotal Wages & Fringes			\$52,868
B. OTHER OPERATING			
Subcontract(s): Digital Literacy Training			\$62,000
Subcontract: RERP Direct Services			\$379,796
Other			\$0
Subtotal Other Operating			\$441,796
Subtotal Operating			\$494,664
D. INDIRECT COSTS			\$0
E. PROFIT			\$0
TOTAL BUDGET			\$494,664



Federal Award Identification Information *Revised November 2024***Federal Award Identification Information (Applicable to Subaward)**

i. Subrecipient Name (which must match the registered name in DUNS)	San Luis Obispo County	
ii. Subrecipient DUNS number	112237800	
iii. Federal Award Identification Number (FAIN)	M88795-7120	
iv. Federal Award Date	01/01/23	
v. Subaward Period of Performance	Start Date	12/12/23
	End Date	12/31/25
vi. Amount of Federal Funds Obligated by this action	\$ 494,664.00	
vii. Total Amt of Federal Funds Obligated to subrecipient	\$ 494,664.00	
viii. Total Amount of the Federal Award	\$ 1,150,000.00	
ix. Federal award project description*	South Central Coast Regional Planning Unit-Prison 2 Employment 2.0	
x. Name of Federal awarding agency,	California Workforce Development Board	
Pass through entity,	South Central Coast RPU/COUNTY OF SAN LUIS OBISPO	
And contact information for awarding official	Clemente Vizcarra, clemente.vizcarra@calaveras.ca.gov	
xi. CFDA	Number	17.277
	Name	
xii. Is the award research and development?	No	
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.	10%	

\*as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

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First Amendment to the Agreement between the **County of Santa Barbara** and **County of San Luis Obispo**  
**Department of Social Services.**

**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: Sheila Malbuena  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: Steve Lavagnino  
Steve Lavagnino, Chair  
Board of Supervisors  
Date: 11-5-24

**RECOMMENDED FOR APPROVAL:**

Social Services

Signed by:  
By: Daniel Nelson  
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Department Head

**CONTRACTOR:**

San Luis Obispo County  
Department of Social Services

By: \_\_\_\_\_  
Authorized Representative  
Name: Devin Drake  
Title: Director, Social Services

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

DocuSigned by:  
By: Paul Lee  
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Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
By: Betsy M. Schaffer  
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Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

Signed by:  
By: Greg Milligan  
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Risk Management

**APPROVED AS TO FORM:**

Rita L. Neal  
San Luis Obispo County Counsel

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

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County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

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

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

**RECOMMENDED FOR APPROVAL:**

Social Services

**CONTRACTOR:**

San Luis Obispo County  
Department of Social Services

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

By: Devin Drake  
Authorized Representative

Name: Devin Drake

Title: Director, Social Services

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

**APPROVED AS TO FORM:**

Rita L. Neal  
San Luis Obispo County Counsel

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

By: Makenzie Dunschel  
Deputy County Counsel