

FIRST AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This First Amendment to the Agreement for Services of Independent Contractor, **BC 19-170** (hereafter First Amended Contract), is made by and between the **County of Santa Barbara** (County) and **Northern Santa Barbara County United Way, Inc.**, (Contractor), for the continued provision of services specified herein.

Whereas, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

Whereas, the volunteers working with Contractor are available during the school year which is September 1 – August 31 and County and Contractor, through this First Amended Contract, are extending the Agreement end date to August 31, 2019 to correspond to the time period during which services will be provided by volunteers;

Whereas, this First Amended Contract increases the Contract Maximum by **\$6,000** to reimburse Contractor for amounts paid to volunteers for mileage, for a total Contract Maximum of **\$50,000** for the time period July 1, 2018 through August 31, 2019; adds language concerning what information must be included in an invoice and allows the County to prorate amounts payable in the event Contractor is unable to document the required number of full time equivalent positions; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors on January 8, 2019, except as modified by this First Amended Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, County and Contractor(s) agree as follows:

I. In Board Contract Section 4, Term, delete and replace with the following:

Contractor shall commence performance on 7/1/18 and end performance upon completion, but no later than 8/31/2019 unless otherwise directed by County or unless earlier terminated.

II. In Exhibit B (Pay Arrangements, Periodic Compensation), delete and replace with the following:

**Exhibit B
Pay Arrangements
Periodic Compensation**

1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$50,000**.
2. Payment for Services. Payment for services and/or reimbursement of costs shall be made within 30 days of receipt of the contractor's proper invoice.

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3. Proper Invoice. Contractor shall submit to County's Designated Representative an invoice or certified claim on the County treasury for the service performed. County's representative shall evaluate the quantity and quality of the service performed, and if found to be satisfactory, shall initiate payment processing.
 - A. The invoice must show the Board Contract number, the name and number of members employed, hours worked, mileage paid, and be supported by payroll records.
 - B. County's Designated Representative:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org
4. Correction of Work. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
5. If the Contractor is unable to provide the equivalent of 4 full time individuals, where full time is forty hours per week, the amount payable can be prorated by County at its discretion.

III. In Exhibit B-1 MH, Department of Behavioral Wellness, Schedule of Rates and Contract Maximum, delete and replace with the following:

[Exhibit B-1 MH, Department of Behavioral Wellness, Schedule of Rates and
Contract Maximum can be found on the following page]

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EXHIBIT B-1 MH
Department of Behavioral Wellness
Schedule of Rates and Contract Maximum

<u>Type of Service</u>	<u>Unit Reimbursement</u>	<u>Cost Per Unit</u>	<u>Units of Service</u>	<u>Total Maximum Contract Value</u>
Outreach and Engagement Services-- 4.0 full time equivalent volunteers *Inclusive of all Administrative Fees associated with the Contract Mileage reimbursement	1.0 FTE is defined as 40 hours per week.	\$11,000	Hours worked submitted along with quarterly reports to substantiate the cost Amount paid to members as supported by financial statements	*\$44,000 \$6,000
Total Maximum Contract Amount Not to Exceed				\$50,000

*If the Contractor is unable to provide the equivalent of 4 full time individuals, where full time is forty hours per week, the amount payable can be prorated by County at its discretion.

IV. All other terms remain in full force and effect.

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Fifth Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Northern Santa Barbara County United Way, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:

**NORTHERN SANTA BARBARA COUNTY
UNITED WAY, INC.**

Deputy Clerk
Date: _____

By: _____
Authorized Representative
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director

By: _____
Risk Management