

**Third
Amendment
TO THE HUMAN SERVICES
GENERAL FUND GRANT
AGREEMENT
(\$60,000.00)**

Between

County of Santa Barbara

and

Santa Barbara Teen Legal Clinic



Tara Haaland-Ford Restorative Justice Project

**Third Amendment
To the
Human Services General Fund Grant Agreement For
Santa Barbara Teen Legal Clinic Tara Haaland - Ford Restorative Justice Project**

This Third Amendment (“Amendment”), dated July 16, 2024 (“Effective Date”), is made and entered into by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”), and Santa Barbara Teen Legal Clinic, a California nonprofit public benefit corporation (“CONTRACTOR”) and is made with reference to the following:

Recitals

WHEREAS:

1. COUNTY and CONTRACTOR entered into an Agreement (“AGREEMENT”), dated August 16, 2022, to carry out a Tara Haaland - Ford Restorative Justice Project program (“PROGRAM”), as more specifically described in the Scope of Work attached as Exhibit A to the Agreement; and
2. On July 12, 2023, the parties hereto entered into a First Amendment to renew the AGREEMENT for FY2023 by extending the term of the AGREEMENT to June 30, 2024, and updating Exhibit B to include FY2023 funds; and
3. On June 30, 2024, the parties hereto entered into a second Amendment to renew the AGREEMENT for FY2024 by extending the term of the AGREEMENT to June 30, 2025, and updating Exhibit B to include FY2024 funds; and
4. COUNTY and CONTRACTOR desire to amend the AGREEMENT to revise the budget attached hereto as Exhibit B to combine the line items listed as “Volunteer stipends and Restorative justice facilitator space” in a line item entitled Facilitator pay & admin, and move the Grant Amount listed as “Case management software” to a new “Facilitator pay & admin” line item.

NOW THEREFORE, CONTRACTOR and COUNTY agree to amend the AGREEMENT as follows:

1. Exhibit B to the Agreement is hereby amended by replacing Exhibit B in its entirety with the Exhibit B attached hereto and incorporated herein by this reference.

Except as set forth herein, this THIRD AMENDMENT TO AGREEMENT shall not modify or change any of the provisions of the AGREEMENT, and the parties to the AGREEMENT shall continue to be bound by its provisions, as amended herein.

This 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 shall preserve undestroyed, shall together constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Third Amendment by their respective authorized officers as set forth below, to be effective as of the Effective Date.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

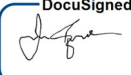
By: _____
Deputy Clerk

By: _____
STEVE LAVAGNINO
Chair, Board of Supervisors

Date: _____

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
JESÚS ARMAS, DIRECTOR

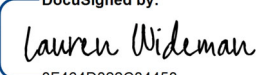
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By: _____
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Deputy Auditor-Controller

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By: _____
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Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

CONTRACTOR: SANTA BARBARA TEEN LEGAL CLINIC

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By: _____
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Deputy County Counsel

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By: _____
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Authorized Representative

Name: Jody Kaufman

Title President of the Board of Directors

APPROVED AS TO FORM:
GREG MILLIGAN, ARM, AIC
RISK MANAGEMENT

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By: _____
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Risk Manager

EXHIBIT B**PAYMENT ARRANGEMENTS**
Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount not to exceed \$60,000.00. Payment shall be made on a cost reimbursement basis.
- B. Payment for 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. Reimbursement shall be limited to expenses included in the following program budget:

Item	FY2022-23 Initial Grant Amount	FY2023-24 Amount	FY2024-25 Amount	Total
Volunteer stipends	\$6,000.00	\$0	\$0	\$0
Restorative justice facilitator space	\$8,300.00	\$0	\$0	\$0
Insurance	\$2,700.00	\$2,700.00	\$2,700.00	\$8,100.00
Case Management Software	\$3,000.00	\$0	\$0	\$0
Facilitator Pay & Admin	\$0	\$17,300.00	\$17,300.00	\$51,900.00
TOTAL	\$20,000.00	\$20,000.00	\$20,000.00	\$60,000.00

Funds set forth in the "FY2022 Amount" and "FY2023 Amount" columns in the table above shall no longer be available for disbursement to CONTRACTOR after June 30, 2024, except as reimbursement for eligible costs incurred by CONTRACTOR hereunder prior to June 30, 2024, and for which CONTRACTOR submits a valid ESPR to COUNTY by July 15, 2024, in accordance with the provisions of this Agreement. Funds in the amounts set forth in the "FY2024 Amount" column in the table above will be available for reimbursement of eligible CONTRACTOR expenses incurred between July 1, 2024, and June 30, 2025, in accordance with the provisions of this Agreement.

If staff salaries and benefits are included in the program budget, reimbursement shall be limited to the following staff positions: **N/A**

Funding is tied to the staff position and not to any individual staff member; however, should there be any changes in program staffing subject to reimbursement, CONTRACTOR shall report these changes to COUNTY.

- C. Quarterly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an Expenditure Summary and Payment Request (ESPR) form, a sample of which is attached hereto and incorporated herein by reference as Exhibit D, and appropriate documentation. Documentation for staff salaries and benefits shall consist of payroll records, including timesheets delineating time worked on eligible activities and payroll journals showing gross pay and deductions. Documentation for non-staff costs shall consist of third-party invoices or receipts and copies of cancelled checks or bank records showing payment. The ESPR form must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory 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; provided, however, that CONTRACTOR's final ESPR must be received by COUNTY no later than July 15, 2025, in order to be eligible for payment hereunder.
- D. 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.