

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR

Summer Training and Employment Program for Students (STEPS)

Santa Barbara County
Department of Social Services

Fourth Amendment

This is a *Fourth Amendment* (*Fourth Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Goodwill Industries of Ventura and Santa Barbara Counties** (CONTRACTOR).

WHEREAS, on July 14, 2020, COUNTY approved the Agreement for Services with Independent Contractor, number BC#20-073, (Agreement) with CONTRACTOR for the provision of STEPS;

WHEREAS, on March 12, 2021, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR, number BC#20-073, to amend the term of the existing Agreement from July 14, 2020 through June 30, 2021;

WHEREAS, on June 22, 2021, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR, number BC#20-073, to amend the term of the existing Agreement from July 1, 2021 through June 30, 2022;

WHEREAS, on June 26, 2022, the COUNTY approved the Third Amendment to the Agreement with CONTRACTOR, number BC#20-073, to amend the term of the existing Agreement from July 1, 2022 through June 30, 2023;

WHEREAS, the current term of the Agreement commenced on July 1, 2022, and is set to expire on June 30, 2023 unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement to increase the total contract amount and extend the term through December 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 1, **DESIGNATED REPRESENTATIVE**, of the Agreement is amended in its entirety:

Luis Servin, *Executive Director* at phone number (805) 614-1543 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Laura Kistner at phone number (805) 981-0130 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 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*

130 E. Ortega Street, Santa Barbara, CA 93101
FAX: (805) 681-4674
lservin@countyofsb.org

Linda Hillman, Deputy Director, Workforce Development Board
234 Camino del Remedio, Santa Barbara, CA 93110
FAX: (805) 681-4674
lhillm@countyofsb.org

To CONTRACTOR: Laura Kistner, Sr. Director of Mission Services
Goodwill Industries of Ventura and Santa Barbara Counties,
130 Lombard Street, Oxnard, CA 93030
lkistner@goodwillvsb.org

3. Section 4, **TERM**, of the Agreement is amended in its entirety:

CONTRACTOR shall commence performance on July 14, 2020 and end performance upon completion, but no later than June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated. For the First Extension period, CONTRACTOR shall commence performance on July 1, 2021 and end performance upon completion, but no later than June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated. For the Second Extension Period, CONTRACTOR shall commence performance on July 1, 2022 and end performance upon completion, but no later than June 30, 2023 unless otherwise directed by COUNTY or unless earlier terminated. *For the Third Extension Period, CONTRACTOR shall commence performance on July 1, 2023 and end performance upon completion, but no later than December 31, 2023 unless otherwise directed by COUNTY or unless earlier terminated.* The COUNTY at the end of the contract term has an option to renegotiate one (1) year renewals as funding allows.

4. Section 40, **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**, is added to the Agreement:

40. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

5. Section A.10.ii of III. **Duties and Responsibilities** of EXHIBIT A is amended in its entirety:

- ii. In the event STEPS Grant Funds are not available, CONTRACTOR shall be responsible for compensating COUNTY for payments made to Participants for the costs of waiting time penalties per Labor Code section 203 by using the contingency funds listed on EXHIBIT B-1, B-2, and B-3, as applicable.

6. Section A.11 of III. **Duties and Responsibilities** of EXHIBIT A is amended in its entirety:

11. For the period of July 14, 2020 through June 30, 2021, CONTRACTOR, in coordination with WORK SITES, shall ensure that Participants who are under the age of 18 do not exceed 8 hours per day or 40 Work Experience hours per week. If a Participant exceeds 8 hours per day or 40 hours per week, FOUNDATION will bill against COUNTY's 2020 STEPS Grant Funds, retained by FOUNDATION. CONTRACTOR will ensure that no Participant exceeds 200 Work Experience hours unless CONTRACTOR has received written consent from FOUNDATION permitting the Participant to exceed 200 hours of Work Experience. This number cannot exceed 1000 hours per Participant per fiscal (July- June) year, unless classified as a Student Assistant with CONTRACTOR and FOUNDATION approval.

For the period of July 1, 2021 through June 30, 2022, CONTRACTOR, in coordination with WORK SITES, shall ensure that Participants who are under the age of 18 do not exceed 8 hours per day or 40 Work Experience hours per week. If a Participant exceeds 8 hours per day or 40 hours per week, FOUNDATION will bill against COUNTY's STEPS Grant Funds, retained by FOUNDATION. CONTRACTOR will ensure participants have at least 185.71 of work experience hours. No Participant shall exceed 200 Work Experience hours unless CONTRACTOR has received written consent from FOUNDATION permitting the Participant to exceed 200 hours of Work Experience. This number cannot exceed 1000 hours per Participant per fiscal (July- June) year, unless classified as a Student Assistant with CONTRACTOR and FOUNDATION approval.

For the period of July 1, 2022 through June 30, 2023, CONTRACTOR, in coordination with WORK SITES, shall ensure that Participants who are under the age of 18 do not exceed 8 hours per day or 40 Work Experience hours per week. If a Participant exceeds 8 hours per day or 40 hours per week, FOUNDATION will bill against COUNTY's STEPS Grant Funds, retained by FOUNDATION. CONTRACTOR will ensure participants have at least 176 of work experience hours. No Participant shall exceed 176 Work Experience hours unless CONTRACTOR has received written consent from COUNTY permitting the Participant to exceed 176 hours of Work Experience. This number cannot exceed 1000 hours per Participant per fiscal (July- June) year, unless classified as a Student Assistant with COUNTY and FOUNDATION approval.

For the period of July 1, 2023 through December 31, 2023, CONTRACTOR, in coordination with WORK SITES, shall ensure that Participants who are under the age of 18 do not exceed 8 hours per day or 40 Work Experience hours per week. If a Participant exceeds 8 hours per day or 40 hours per week, FOUNDATION will bill against COUNTY's STEPS Grant Funds, retained by FOUNDATION. CONTRACTOR will ensure participants have at least 176 of work experience hours. No Participant shall exceed 176 Work Experience hours unless CONTRACTOR has received written consent from COUNTY permitting the Participant to exceed 176 hours of Work Experience. This number cannot exceed 1000 hours per Participant per fiscal (July- June) year, unless classified as a Student Assistant with COUNTY and FOUNDATION approval.

- i. In the event STEPS Grant Funds are not available, CONTRACTOR shall be responsible for compensating COUNTY for payments made to Participants by using the contingency funds listed in EXHIBIT B-1, B-2 and B-3, as applicable.

7. Section A. of VI. **Duties and Responsibilities** of EXHIBIT A is amended in its entirety:

A. CONTRACTOR shall meet the following STEPS performance measures:

- 1. For the period of July 14, 2020 through June 30, 2022:
 - i. Serve 100 Participants.
 - ii. Ensure all 100 participants receive Job Preparation Training
 - iii. Recruit 75 local businesses for WORK SITES.
 - iv. Provide 100 Participants with 200 hours of full or part time Work Experience paid at no less than \$13.00 per hour.

- v. Co-enroll 20 Participants in the WIOA Title I Programs.
 2. For the period of July 1, 2022 through June 30, 2023:
 - i. Serve 100 Participants.
 - ii. Ensure all 100 participants receive Job Preparation Training.
 - iii. Provide 100 Participants with paid Work Experience.
 - iv. Co-enroll 20 Participants in the WIOA Title I Programs.
 3. For the period of July 1, 2023 through December 31, 2023:
 - i. Serve 40 Participants.
 - ii. Ensure all 40 participants receive Job Preparation Training.
 - iii. Provide 40 Participants with paid Work Experience.
8. Section A of **EXHIBIT B** of the Agreement 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 \$ **89,951** for the period of July 14, 2020 through June 30, 2021, not to exceed **\$89,951** for the period of July 1, 2021 through June 30, 2022, not to exceed **\$84,951** for the period of July 1, 2022 through June 30, 2023, *and not to exceed **\$41,019** for the period of July 1, 2023 through December 31, 2023.*
9. **EXHIBIT B-3**, Line Item Budget and Budget Narrative, for Fiscal Year 2022-2023 is amended as attached.
10. Section S of EXHIBIT D is amended to state in its entirety:
 - S. Federal Award Identification Information (Applicable to Subaward)**

For purposes of this Agreement, CONTRACTOR is deemed a subrecipient. The Federal Identification Information is hereby incorporated into the Agreement.

Federal Award Identification Information (Applicable to Subaward)		
i. Subrecipient Name (which must match the registered name in DUNS)	Goodwill Industries of Ventura and Sant	
ii. Subrecipient DUNS number	079706385	
iii. Federal Award Identification Number (FAIN)		
iv. Federal Award Date	04/29/20	
v. Subaward Period of Performance	Start Date	07/07/20
	End Date	12/31/23
vi. Amount of Federal Funds Obligated by this action	\$ 1,700,000.00	
vii. Total Amt of Federal Funds Obligated to subrecipient	\$ 305,872.00	
viii. Total Amount of the Federal Award	\$ 1,700,000.00	
ix. Federal award project description*	Provide pre-vocational training and work experience services to students with disabilities	
x. Name of Federal awarding agency,	California Department of Rehabilitation	
Pass through entity,	Foundation for California Community Co	
And contact information for awarding official	Leti Shafer	
xi. CFDA	Number	84.126A
	Name	
xii. Is the award research and development?	No <input type="button" value="v"/>	
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.	0	

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

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

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Fourth Amendment to the Agreement between the **County of Santa Barbara** and **Goodwill Industries of Ventura and Santa Barbara Counties**.

IN WITNESS WHEREOF, the parties have executed this Fourth 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:

Department of Social Services

By: _____
Department Head

CONTRACTOR:

Goodwill Industries of Ventura and Santa Barbara Counties

By: _____
Authorized Representative

Name: Laura Kistner
Senior Director of Mission

Title: Services

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-3

Line Item Budget and Narrative

STEPS 2022
July 1, 2022 – June 30, 2023

Organization:	Goodwill Industries of Ventura and Santa Barbara Counties

I. OPERATING COSTS			
A. WAGES AND FRINGES	Salary and fringe	% Allocated to Contract	Total Cost to Contract
Position Title			
Employment Services Coordinator Santa Maria	\$47,455.00	77%	\$36,479.00
Employment Services Coordinator Lompoc	\$48,672.00	41%	\$20,280.00
Employment Services Coordinator Santa Barbara	\$48,672.00	41%	\$20,280.00
Admin/Billing	\$58,240.00	3%	\$2,912.00
Subtotal Wages & Fringes			\$ 79,951.00
B. OTHER OPERATING			
Subtotal Other Operating			\$0.00
Subtotal Operating			\$79,951
C. DIRECT JOB SEEKER COSTS			
Work Experience			\$0.00
<i>Training</i>			\$0.00
Supportive Services			\$0.00
Other (Specify in narrative)	stipends @ \$50ea.		\$5,000.00
Subtotal Direct Job Seeker Costs			\$5,000.00
D. INDIRECT COSTS			\$ -
E. PROFIT			\$ -
TOTAL BUDGET			\$84,951.00

STEPS 2022-2023

7/1/2023-12/31/2023

Organization:	Goodwill Industries of Ventura and Santa Barbara Counties
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I. OPERATING COSTS			
A. WAGES AND FRINGES 6 months	Salary and fringe	% Allocated to Contract	Total Cost to Contract
Position Title			
Employment Services Coordinator Santa Maria	\$26,540.80	95%	\$25,213.76
Employment Services Coordinator Lompoc	\$27,337.03	45%	\$12,301.66
Employment Services Coordinator Santa Barbara	\$27,071.62	10%	\$707.16
Admin/Billing	\$26,540.80	3%	\$796.23
Subtotal Wages & Fringes			\$ 39,018.81
B. OTHER OPERATING			
Subtotal Other Operating			
Subtotal Operating			
C. DIRECT JOB SEEKER COSTS			
Work Experience			\$0.00
Training			\$0.00
Supportive Services			\$0.00
Other (Specify in narrative)	stipends @ \$50ea.	40 clients	\$2,000.00
Subtotal Direct Job Seeker Costs			\$2,000.00
D. INDIRECT COSTS			\$ -
E. PROFIT			\$ -
TOTAL BUDGET			\$41,018.81

Line Item Budget and Narrative

I. Operating Costs:

A. **WAGES AND FRINGE** – wages and benefits of CONTRACTOR staff providing direct services. Benefits include: Federal Insurance Contributions (FICA), Federal and State unemployment, medical (medical/dental/life insurance), and workers' compensation.

B. OTHER OPERATING EXPENSES

The following costs represent program operations expenses.

- i. Advertising: This is not included in proposed budget.
- ii. Audit: This is not included in proposed budget.
- iii. Copying/Printing: This is not included in proposed budget.
- iv. Dues/Memberships: This is not included in proposed budget.
- v. Equipment (Lease/Purchase/Maintenance): This is not included in proposed budget.
- vi. Facilities Rent/Maintenance: This is not included in budget.
- vii. Insurance: This is not included in proposed budget.
- viii. Legal Fees: This is not included in proposed budget.
- ix. Meeting Room Rental: This is not included in proposed budget.
- x. Miscellaneous (License, Tax, Other Fees): This is not included in proposed budget.
- xi. Postage: This is not included in proposed budget.
- xii. Publications: This is not included in budget.
- xiii. Staff Development: This is not included in budget.
- xiv. Staff Travel: This is not included in budget.
- xv. Supplies (Not Testing): This is not included in budget.
- xvi. Telephone/Communications: This is not included in budget.
- xvii. Computer/Technology: This is not included in budget.
- xviii. Other – Employee Background Checks, onboarding requirements and other expenses - not included in budget.
- xix. Other – Networking: This is not included in proposed budget.

C. DIRECT JOB SEEKER

- i. Work Experience: cost not included in budget.
- ii. Training: Cost not included in budget.
- iii. Supportive Services: cost not included in budget.
- iv. Other: Stipends. Cost for Participant stipends provided for participating in the Job Preparation Training at \$50 per Participant.

D. INDIRECT COST

Not included in budget.

E. PROFIT

Not included in budget.

1. CONTRACTOR shall establish a contingency fund in the amount of \$32,889:

- a. Contingency funds shall be used to fund any payments to COUNTY for the following circumstances:
 - i. Payment of standard payroll and wages/taxes if STEPS Grant Fund is unavailable or has been expended.
 - ii. Waiting time penalties if CONTRACTOR fails to notify FOUNDATION and WDB four (4) days in advance of the request to terminate Participant.
 - iii. Payment of overtime if Participant exceeds 8 hours per day or 40 hours per week.