

*Board Contract # \_\_\_\_\_*

**FIRST AMENDMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

**BETWEEN**

**COUNTY OF SANTA BARBARA**

**AND**

**FIGHTING BACK SANTA MARIA VALLEY**

**FOR**

**ALCOHOL AND DRUG PROGRAMS**

**FIRST AMENDMENT TO THE AGREEMENT  
FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS FIRST AMENDMENT** to the Agreement for Services of Independent Contractor, **BC No. 23-042**, is made by and between the **County of Santa Barbara** (County), a political subdivision of the State of California, and **Fighting Back Santa Maria Valley** (Contractor), a California non-profit corporation with an address at 201 S Miller St Ste 209, Santa Maria, CA 93454, for the continued provision of services specified herein (hereafter, First Amended Agreement).

**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**, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC No. 23-042, (Agreement) for the provision of substance use prevention services for a total maximum contract amount not to exceed **\$638,664**, inclusive of \$159,666 per fiscal year, for the period of July 1, 2023, through June 30, 2027; and

**WHEREAS**, the parties wish to amend this Agreement to add Federal Award Identification Tables for FY 24-25 and FY 25-26 with no change to the total maximum contract amount and contract term.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

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**I. Add FY 24-25 Federal Award Identification Table to Exhibit B-4 (Federal Award Identification Tables) as follows:**

**2. FY 24-25 (SUBG):**

Federal Award Identification Table		
1	Subrecipient Name	Fighting Back Santa Maria Valley
2	Subrecipient Unique Entity Number (DUNS Number)	791979730
3	Federal Award ID	1B08TI087026-01
4	FAIN	B08TI087026
5	Federal Award Date	2/20/2024
6	Subaward Period of Performance - Start Date and End Date	07/01/2024-06/30/2025
7	Subaward Budget Period - Start Date and End Date	07/01/2024-06/30/2025
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$120,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$120,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$120,000.00
11	Federal Award Project Description	Substance Use Prevention, Treatment, and Recovery Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	15% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SUBG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with <b>Performance Agreement Number 21-10112</b> between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records and financial statements as necessary for the County to meet requirements of 2 CFR 200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	Contractor shall comply with the closeout requirements in 2 CFR § 200.344, as applicable. Contractor shall also provide County documentation to complete its responsibilities per 2 CFR § 200.344. In accordance with the County contract, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

## II. Add FY 25-26 Federal Award Identification Table to Exhibit B-4 (Federal Award Identification Tables) as follows:

### 3. FY 25-26 (SUBG):

Federal Award Identification Table		
1	Subrecipient Name	Fighting Back Santa Maria Valley
2	Subrecipient Unique Entity Number (DUNS Number)	791979730
3	Federal Award ID	1B08TI088093-01
4	FAIN	B08TI088093
5	Federal Award Date	2/24/2025
6	Subaward Period of Performance - Start Date and End Date	07/01/2025-06/30/2026
7	Subaward Budget Period - Start Date and End Date	07/01/2025-06/30/2026
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$120,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$120,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$120,000.00
11	Federal Award Project Description	Substance Use Prevention, Treatment, and Recovery Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	15% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SUBG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with <b>Performance Agreement Number 21-10112</b> between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records and financial statements as necessary for the County to meet requirements of 2 CFR 200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	Contractor shall comply with the closeout requirements in 2 CFR § 200.344, as applicable. Contractor shall also provide County documentation to complete its responsibilities per 2 CFR § 200.344. In accordance with the County contract, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

- III. Effectiveness.** The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement. The terms and provisions of the original Agreement, except as expressly modified and superseded by the First Amended Agreement, is ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.
- IV. Execution of Counterparts.** This First Amended Agreement may be executed 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.

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SIGNATURE PAGE FOLLOWS

## SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Fighting Back Santa Maria Valley**.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective as of the date executed by COUNTY.

### COUNTY OF SANTA BARBARA:

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

LAURA CAPPS, CHAIR  
BOARD OF SUPERVISORS

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

### ATTEST:

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

Deputy Clerk

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

### CONTRACTOR:

#### FIGHTING BACK SANTA MARIA VALLEY:

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

DocuSigned by:

*Edwin Weaver*

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Authorized Representative

Name: \_\_\_\_\_

Edwin Weaver

Title: \_\_\_\_\_

Executive Director

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

3/20/2025

### APPROVED AS TO FORM:

RACHEL VAN MULLEM  
COUNTY COUNSEL

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

Signed by:

*Bo Bai*

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Deputy County Counsel

### APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA  
AUDITOR-CONTROLLER

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

Signed by:

*C. Schaffer*

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Deputy

### RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT  
DIRECTOR, DEPARTMENT OF  
BEHAVIORAL WELLNESS

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

DocuSigned by:

*Toni Navarro*

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Director

### APPROVED AS TO FORM:

GREG MILLIGAN, ARM, RISK MANAGER  
DEPARTMENT OF RISK MANAGEMENT

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

Signed by:

*Greg Milligan*

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Risk Manager