

FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

BETWEEN

**Prison to Employment (P2E) Services
and**

**Santa Barbara County
Probation Department**

This is a First Amendment 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)**.

RECITALS

WHEREAS, on October 6, 2020, COUNTY approved the Agreement for Services with Independent Contractor, number BC#20-145, (Agreement) with CONTRACTOR for the provision of the Summer Training and Employment Program for Students (STEPS);

WHEREAS, the current term of the Agreement commenced on October 6, 2020, and is set to expire on June 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated;

WHEREAS, the parties desire to amend the name of the Designated Representative for COUNTY and the name and address of the designated representative for the COUNTY who shall receive Notice under the terms of the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to update EXHIBIT A (STATEMENT OF WORK) to increase the total dollar amount of supportive services participants are eligible to receive.

WHEREAS, the parties desire to amend the Agreement to update EXHIBIT B, ATTACHMENT B-1, BUDGET NARRATIVE to include training as permitted by the Workforce Innovation and Opportunity Act (WIOA).

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree to amend the Agreement as follows:

1. Section **1. DESIGNATED REPRESENTATIVE**, of the Agreement is amended in its entirety and replaced with the following:

Holly Benton, Deputy Chief Probation Officer, at phone number (805) 803-8588 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Laura Kistner, Director of Workforce Services, 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 and replaced with the following:

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 or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Santa Barbara County Probation Department
2121 S. Centerpointe Parkway
Santa Maria, CA 93455
Attention: *Holly Benton*, Deputy Chief Probation Officer

To CONTRACTOR: Goodwill Industries of Ventura and Santa Barbara Counties
130 Lombard Street
Oxnard, CA 93030
Attention: Laura Kistner

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **EXHIBIT A, STATEMENT OF WORK**, Section A - Service Component, subsection 2.d, of the Agreement is amended in its entirety and replaced with the following:

d. Supportive Services:

Participants may receive supportive services to address needs that may preclude participants from participating in the program. Participants will be eligible to receive up to **\$1,485.26** of supportive services as needed.

i. Supportive services to participants include, but are not limited to, the following:

1. Linkages to community services.
2. Assistance with transportation.
3. Assistance with child care and dependent care.
4. Assistance with housing.
5. Needs-related payments.
6. Assistance with educational testing.
7. Reasonable accommodations for participant with disabilities.
8. Legal aid services.
9. Referrals to health care.
10. Assistance with work attire and work related tools including eyeglasses and protective eye gear.
11. Assistance with books, fees, school supplies, and other necessary items for participant enrolled in postsecondary education classes.
12. Payments and fees for employment and training-related application, tests, and certifications.

4. **EXHIBIT B, ATTACHMENT B-1, BUDGET NARRATIVE**, Section II.C.ii. of the Agreement is amended in its entirety and replaced with the following:

ii. Tuition Payment: To support enrollment of participants into training *including training listed in Eligible Training Providers List or other trainings as permitted by the Workforce Innovation and Opportunity Act (WIOA)*.

5. Ratifications. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Exhibit(s). The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are 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.

6. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

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First 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 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: _____

Jacqueline Alexander
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____

Bob Nelson
Bob Nelson, Chair
Board of Supervisors

Date: _____

9.21.2021

**RECOMMENDED FOR APPROVAL:
PROBATION DEPARTMENT**

By: _____

Tanja Heitman, Chief

CONTRACTOR:

Goodwill Industries of Ventura and
Santa Barbara Counties

By: _____

Laura Kistner
Authorized Representative

Name: _____

Laura Kistner

Sr. Director of Workforce

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:

Risk Management

By: _____

Risk Management

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Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

**RECOMMENDED FOR APPROVAL:
PROBATION DEPARTMENT**

CONTRACTOR:

Goodwill Industries of Ventura and
Santa Barbara Counties

By: _____
Tanja Heitman, Chief

By: *Laura Kistner*
Authorized Representative

Name: Laura Kistner
Sr. Director of Workforce
Title: Services

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *Maria Novatt*
DocuSigned by: 6049137E6E7F4B2
Deputy County Counsel

By: *Robert Geis*
DocuSigned by: 025019E2AF094BE...
Deputy

APPROVED AS TO FORM:

Risk Management

By: *Ray Aramataria*
DocuSigned by: 030B8526E16F47F...
Risk Management

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Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

**RECOMMENDED FOR APPROVAL:
PROBATION DEPARTMENT**

By: Tanja Heitman
Tanja Heitman, Chief

CONTRACTOR:

Goodwill Industries of Ventura and
Santa Barbara Counties

By: Laura Kistner
Authorized Representative
Name: Laura Kistner
Sr. Director of Workforce
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:

Risk Management

Ray Aromatorio, Date: 2021.09.09
By: Risk Manager 14:40:17 -04'00'
Risk Management