

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
WITH NORTHERN SANTA BARBARA COUNTY UNITED WAY
FOR AMERICORPS PARTNERSHIP**

Santa Barbara County
Department of Social Services

First Amendment

This is a *First Amendment* (*First Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Northern Santa Barbara County United Way** (CONTRACTOR).

WHEREAS, on August 27, 2019, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-333, (Agreement) with CONTRACTOR for the provision of AmeriCorps Partnership;

WHEREAS, the initial term of the Agreement commenced on September 1, 2019, and is set to expire on August 31, 2020; and

WHEREAS, the parties now desire to amend Agreement to extend the term for one additional year commencing on September 1, 2020, through August 31, 2021 (*First 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 4, **TERM**, of the Agreement is amended by adding the following language:

For the First Extension Period, CONTRACTOR shall commence performance on September 1, 2020 and end performance upon completion, but no later than August 31, 2021 unless otherwise directed by COUNTY or unless earlier terminated.

2. The first paragraph in EXHIBIT A-1, DESCRIPTION OF DUTIES, is amended to state in its entirety:

2020/2021 AmeriCorps California Work Opportunity and Responsibility to Kids Housing Support (CalWORKs) Family Advocacy Services (FAS)/Housing Support Program (HSP) Team: Three (3) Full-time or part-time Members, between September 1, 2019 and August 31, 2020. To the extent possible, there shall be one member in each regional office (Santa Barbara, Lompoc, and Santa Maria). While it is envisioned that each position will function in one regional area, there may be a need to provide support to other regional offices from time to time. Additionally, should three (3) full-time members not be available, COUNTY will accept any combination of full-time or half-time placements not to exceed the contract total. COUNTY will work with the AmeriCorps Program for any changes.

3. Section A of EXHIBIT B, PAYMENT ARRANGEMENTS, 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 **\$29,700 for the period of September 1, 2019**

through August 31, 2020, and not to exceed \$30,780 for the period of September 1, 2020 through August 31, 2021.

4. Section B of EXHIBIT B, PAYMENT ARRANGEMENTS, is amended to state in its entirety:
 - B. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** *for the period of September 1, 2019 through August 31, 2020, and EXHIBIT B-2, for the period of September 1, 2020 through August 31, 2021* 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.

5. Section C of EXHIBIT B, PAYMENT ARRANGEMENTS, is amended to state in its entirety:
 - C. COUNTY agrees to provide a cash match for each AmeriCorps member that serves at COUNTY for the 2020/2021 program year as part of the AmeriCorps Grant received by the CONTRACTOR. Financial commitments occur when placements are made and with executed Agreement by (COUNTY). Full payment is due within 30 days of member start date. If COUNTY fails to remit payment on time, without prior written approval, COUNTY will be assessed a late fee of \$250. COUNTY will work with the AmeriCorps Program to document agency site-supervisor in-kind match, using the OnCorps System as part of total program match required by funding agency.

6. Add EXHIBIT B-2, for Fiscal Year 2020-2021 as attached.

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

EXHIBIT B-2

A. Indicated below are the type of AmeriCorps members COUNTY has requested and agree to pay CONTRACTOR in correspondence with the required cash match:

Term of Service	Not-to-Exceed Match Amount
Full-Time	\$9,900
Half-Time	\$5,490
___ has <u>X</u> not elected to provide mileage reimbursement at a rate of \$0.58/mile. Agencies requiring members to provide transportation for beneficiaries or travel to sites, MUST provide mileage reimbursement. CONTRACTOR will not be responsible for mileage reimbursement to COUNTY members.	
Mileage subtotal	

- B. Subject to the not-to-exceed contract amount, full-time members shall serve 1700 hours and part-time members shall serve 900 hours.
- C. Type and number of AmeriCorps members may be revised based on ability to fill positions requested. COUNTY will work with the AmeriCorps Program for any changes.

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First Amendment to the Agreement between the **County of Santa Barbara** and **Northern Santa Barbara County United Way**.

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: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Gregg Hart, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

CONTRACTOR:

Northern Santa Barbara County United Way

By: _____
Authorized Representative

Name: Edward Taylor

Title: Chief Executive Officer

APPROVED AS TO FORM:

Michael C. Ghizzoni
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