

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR TO
PROVIDE CAREER CATALYST SERVICES**

Santa Barbara County
Department of Social Services

Second Amendment

This is a Second Amendment (Second Amendment to the Agreement) to the Agreement for Services of Independent Contractor, number *BC#17-248* by and between the **County of Santa Barbara** (COUNTY) and **Foundation for California Community Colleges** (CONTRACTOR).

WHEREAS, on February 28, 2017, COUNTY approved the Agreement for Services of Independent Contractor, number BC17-248, (Agreement) with CONTRACTOR for Payroll Services;

WHEREAS, the initial term of the Agreement commenced on February 28, 2017, and was set to expire on June 1, 2017;

WHEREAS, on June 6, 2017, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to increase the compensation and extend the existing Agreement through December 31, 2018;

WHEREAS, the parties now desire to amend the Agreement to *increase the compensation and extend the existing Agreement through June 30, 2019*;

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 to state in its entirety:

CONTRACTOR shall commence performance on February 28, 2017, and end performance upon completion, but no later than *June 30, 2019*, unless otherwise directed by COUNTY or unless earlier terminated.

2. Add Section 38, **Procurement of Recovered Materials**, to the Agreement:

Procurement of Recovered Materials. [This section shall apply to the procurement of recovered materials to the extent funds received under this Agreement are used.](#) CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Section 1, **Definitions**, of EXHIBIT A is amended to state in its entirety:

For the purposes of this Statement of Work, the term “Participant” shall refer to the individual performing the work that is facilitated by this Agreement, and the term “Job Site” shall refer to the business entity or *place of work* where the Participant will be placed, or where Participant will perform his/her job duties.

4. Section 2c, **Services provided by CONTRATOR, Payroll Services**, of EXHIBIT A is amended to state in its entirety:
 - Responsible for management and maintenance of the human resource information system (HRIS) and processing new Participant hires, salary increases, promotions, transfers and terminations of Participants.
 - Generate and provide Participant Hours Worked Report to Workforce Development Board (WDB) staff including breakdown of hours and earnings per Participant, per payroll cycle to assist with tracking hours for salary increases (if applicable).
 - Generate and provide Participant Completed Unit Report to WDB staff per payroll cycle to assist with tracking total number of units for salary increases (if applicable).
 - Inform COUNTY if CONTRACTOR has knowledge, becomes aware, or has notice that a Participant has worked more than 29 hours per week or more than 200 hours total *for CPY project hours, and 700 for Wildfire NDWG project hours.*
 - Manage, maintain, and troubleshoot on-line payroll system.
 - Provide training for Participants and coordinate dates and locations for scheduling Participant training on the payroll system.
 - Provide tax documentation and information (as applicable).

5. Section 3b, **Responsibilities of COUNTY**, of EXHIBIT A is amended to state in its entirety:
 - b. Ensure that the participants do not exceed 29 hours per week and total project hours. COUNTY shall review the Participant Hours Worked Report and the Participant Completed Unit Report and inform CONTRACTOR of all Participants working more than 29 hours per week for CPY project and Wildfire NDWG project or 200 hours total project hours *for the CPY project and 700 hours total for the Wildfire NDWG project.*

6. Section 3l, **Responsibilities of COUNTY**, of EXHIBIT A is amended to state in its entirety:
 - l. Ensure that the Participants do not exceed 29 hours per week for CPY project and Wildfire NDWG project and 200 hours total *for CPY project and 700 hours total for Wildfire NDWG project.*

7. Section 6, **Performance Measures**, of EXHIBIT A is amended to state in its entirety:
 - CONTRACTOR shall provide services for the CPY Project for 260 Youth between the ages of 16 – 24 (both in school and out of school) for up-to 200 hours per youth.
 - *CONTRACTOR shall provide services for the Wildfire NDWG Project for 75 participants for up to 700 hours per Participant.*
 - Contractor shall work together with the COUNTY, WDB, Participants, employers and the work experience coordination vendor (Goodwill Industries of Ventura and Santa Barbara Counties *for CPY Project and KRA Corporation for Wildfire NDWG Project*) to ensure Participants are provided the necessary tools that facilitate the learning experience during *their* participation in the project(s).

8. Section A of EXHIBIT B is amended to state in its entirety:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$1,988,336** (\$841,438 for CPY Project, and \$1,146,898 for the Wildfire NDWG Project). This amount includes \$20,000 contingency (\$10,000 per project) for legally required health benefits subject to recapture as described in section E below.

9. Section B of EXHIBIT B is amended to state in its entirety:

Payment for services and/or 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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for participant, as defined in ATTACHMENT Revised B-1 (dated 4-2018) (Schedule of Fees). In no event, shall the line item amounts in ATTACHMENT Revised B-1 (dated 4-2018) be exceeded. Invoices submitted for payment that are based upon ATTACHMENT Revised B-1 (dated 4-2018) must contain sufficient detail to enable an audit of the charges and provide supporting documentation.

10. Section C of EXHIBIT B is amended to state in its entirety:

Every two weeks, CONTRACTOR shall submit an invoice or certified claim on the County Treasury for the service performed over the period specified to:

Ivan Lazaro, Accountant III
Department of Social Services, Fiscal Division 234 Camino Del Remedio
Santa Barbara CA, 93110 I.Lazaro@sbcsocialserv.org

Copy Luis Servin at [mailto: L.Servin@SBCsocialserv.org](mailto:L.Servin@SBCsocialserv.org)

These invoices or certified claims must cite the assigned Board Contract Number, a Completed Unit Report that includes the service breakdown detailing the number of youth served and costs involved, and a Student Hours Worked Report that includes a breakdown of participants and hours worked per payroll cycle. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment Revised B-1 (dated 4-2018) 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.

11. Replace ATTACHMENT B-1 (Schedule of Fees) of EXHIBIT B with ATTACHMENT Revised B-1 (dated 4-2018)(Schedule of Fees) of EXHIBIT B.

12. Add SECTION 39 to AGREEMENT:

EXHIBIT F is incorporated by reference and made a part of this Agreement.

13. Add EXHIBIT F, GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) to the Agreement.

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

ATTACHMENT Revised B-1
(dated 4-2018)
Schedule of Fees

CPY Project Schedule of Fees

COUNTY shall pay CONTRACTOR based on the total of the following:

Item Description	Estimated Total Amounts COHORT 1	Estimated Total Amounts COHORT 2	Estimated Total Amounts COHORT 3
(a.) Wages: Hourly rate of California minimum wage: \$10.50 per hour from January 2017 – December 2017 \$11.00 per hour from January 2018 December 2018	\$147,000	\$252,000	\$154,000
(b.) 12% Taxes: Federal/State Unemployment, Social Security, MediCare, ETT	\$17,640	\$30,240	\$18,480
(c.) 13% Workers Compensation	\$19,110	\$32,760	\$20,020
Total Wages, Employer Taxes and Workers Compensation Subtotal	\$183,750	\$315,000	\$192,500
(d.) 15% CONTRACTOR Fee	\$27,563	\$47,250	\$28,875
(e.) On-Boarding Fee (\$100 per Participant)	\$7,000	\$12,000	\$7,000
(f.) Travel Expenses	\$3,500	\$3,500	\$3,500
Total	\$221,813	\$377,750	\$231,875
(g.) Contingency for Legally Required Health Benefits		\$10,000	
Grant Total		\$841,438	

- a. The Participant’s hourly pay rate of California minimum wage is \$10.50 through December 31, 2017, and \$11.00 effective January 1, 2018;
- b. COUNTY is billed for employer payroll taxes up to 12%;
- c. COUNTY is billed for workers compensation for up to 13% which is determined based upon assigned workers compensation codes;
- d. A 15% mark-up of the total costs described in items a., b., and c. above, to cover wages, taxes, and workers compensation fees associated with facilitating services;
- e. On-Boarding Fee of \$100 per Participant;
- f. Depending on the location and size of the project, COUNTY will be billed for additional travel expenses. All charges will be agreed upon before the program begins; and
- g. The cost of any legally required health benefits.
 - Cost for any legally required health benefits is \$460 per Participant.

COUNTY shall inform CONTRACTOR the applicable Cohort the youth will fall under and CONTRACTOR shall confirm with COUNTY the applicable Cohort if COUNTY has not informed CONTRACTOR of that information.

Wildfire NDWG Project Schedule of Fees

COUNTY shall pay CONTRACTOR based on the total of the following:

Item Description	Estimated Total Amounts COHORT 1
(a.) Wages: 700 hours per participant, for 75 participants at \$15.40 per hour.	\$808,500
(b.) 12% Taxes: Federal/State Unemployment, Social Security, MediCare, ETT	\$97,020
(c.) 9.47% Workers Compensation	\$76,565
Total Wages, Employer Taxes and Workers Compensation Subtotal	\$982,085
(d.) 15% CONTRACTOR Fee	\$147,313
(e.) On-Boarding Fee (\$100 per Participant)	\$7,500
(f.) Travel Expenses	\$0
Total	\$154,813
(g.) Contingency for Legally Required Health Benefits	\$10,000
Grant Total	\$1,146,898

- a. 700 hours per participant, for 75 participants at \$15.40 per hour – which is the mean hourly wage established by Employment Development Department Labor Market Information Division for Building and Grounds Cleaning and Maintenance Occupations in Santa Barbara County.
- b. COUNTY is billed for employer payroll taxes up to 12%;
- c. COUNTY is billed for workers compensation for up to 9.47% which is determined based upon assigned workers compensation code;
- d. A 15% mark-up of the total costs described in items a., b., and c. above, to cover wages, taxes, and workers compensation fees associated with facilitating services;
- e. On-Boarding Fee of \$100 per Participant;
- f. No travel expenses will be billed for Wildfire NDWG Project; and
- g. The cost of any legally required health benefits.
 - Cost for any legally required health benefits is \$133 per Participant.

COUNTY shall inform CONTRACTOR the applicable Project the client will fall under and CONTRACTOR shall confirm with COUNTY the applicable Project if COUNTY has not informed CONTRACTOR of that information.

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Second Amendment to the Agreement between the **County of Santa Barbara** and **Foundation for California Community Colleges**.

IN WITNESS WHEREOF, the parties have executed this Second 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: _____
Chair, Board of Supervisors

Date: _____

CONTRACTOR:

Foundation for California Community
Colleges

By: _____
Authorized Representative

Name: _____

Title: _____

CONTRACTOR:

Foundation for California Community
Colleges

By: _____
Authorized Representative

Name: _____

Title: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management