

FIRST AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

and

FRIENDSHIP ADULT DAY CARE CENTER, INC.

This first Amendment ("First Amendment") to Agreement for Services of Independent CONTRACTOR, BC 22159, is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Friendship Adult Day Care Center, Inc. a California nonprofit public benefit corporation ("CONTRACTOR").

WHEREAS, CONTRACTOR and COUNTY are parties to that certain Agreement for Services of Independent Contractor dated July 1, 2022 ("Agreement"); and

WHEREAS, Per Section 25 of the Agreement, the Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to the Agreement and by no other means; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement to revise the Budget attached thereto as Exhibit B to add a new Budget line item for salaries.

NOW, THEREFORE, CONTRACTOR and COUNTY agree to amend the Agreement as follows:

1. Exhibit B, Budget, is hereby amended by replacing Exhibit B in its entirety with the Exhibit B attached hereto and incorporated herein by this reference.

Execution of Counterparts. Pursuant to Section 29 of the Agreement, this First Amendment 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.

(Signatures on following pages.)

First Amendment to Agreement between the County of Santa Barbara and Friendship Adult Day Care Center, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of June 27, 2023.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: *Shela daGuerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Das Williams*
Das Williams
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
Robert Geis
By: D25019E2AF094BE...
Deputy Auditor- Controller

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
GEORGE CHAPIAN, DIRECTOR

DocuSigned by:
George Chapian
By: 89F88FFEE954F2...
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
Lauren Wideman
By: 8E464D822C84458...
Deputy County Counsel

CONTRACTOR:
Friendship Adult Day Care Center, Inc.

DocuSigned by:
Cynder Sinclair
By: 83EE0B342E30462...
Cynder Sinclair, Board President

APPROVED AS TO FORM:
RISK MANAGEMENT

DocuSigned by:
Gregory Milligan
By: DC240AC1E64247D...
Risk Manager

EXHIBIT B**PAYMENT ARRANGEMENTS**
Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount not to exceed \$17,000.00. Payment shall be made on a cost reimbursement basis.
- B. Payment for 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. Reimbursement shall be limited to expenses included in the following program budget:

Item	Grant Amount
Staff Salaries and Benefits	\$17,000.00
Supply Cost	0.00
TOTAL	\$17,000.00

If staff salaries and benefits are included in the program budget, reimbursement shall be limited to the following staff positions:

Title	Duties
Program Manager	Supervises program staff as well as scheduling and overseeing all activities, meal services, and medication administrations

Funding is tied to the staff position and not to any individual staff member; however, should there be any changes in program staffing subject to reimbursement, CONTRACTOR shall report these changes to COUNTY.

- C. Quarterly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an Expenditure Summary and Payment Request (ESPR) form, a sample of which is attached hereto and incorporated herein by reference as Exhibit D, and appropriate documentation. Documentation for staff salaries and benefits shall consist of payroll records, including timesheets delineating time worked on eligible activities and payroll journals showing gross pay and deductions. Documentation for non-staff costs shall consist of third-party invoices or receipts and copies of cancelled checks or bank records showing payment. The ESPR form must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory 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.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.