## FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR

## **BRINGING FAMILIES HOME AND HOME SAFE PROGRAMS**

#### 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 **Good Samaritan Shelter.** (CONTRACTOR).

WHEREAS, on October 3, 2023, the COUNTY approved the Agreement for Services with Independent Contractor, BC#23-160, (Agreement) with CONTRACTOR for the provision of Bringing Families Home and Home Safe Programs;

WHEREAS, the initial term of the Agreement commenced on October 3, 2023 and is set to expire on June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated; and

**WHEREAS**, the parties now desire to amend the Agreement to extend the term for one additional year commencing on July 1, 2024, through June 30, 2025 (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, **<u>TERM</u>**, of the Agreement, is amended by adding the following language:

*For the First Extension Period*, CONTRACTOR shall commence performance on *July 1, 2024* and end performance upon completion, but no later than *June 30, 2025* unless otherwise directed by COUNTY or unless earlier terminated.

2. Section 5, **COMPENSATION OF CONTRACTOR**, of the Agreement is amended to state in its entirety:

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B, *including* **EXHIBIT** B-1 for the period of October 3, 2023 through June 30, 2024, and **EXHIBIT B-2** for the period of July 1, 2024 through June 30, 2025, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2, <u>NOTICES</u> above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

- 3. Section A of **EXHIBIT B** of the Agreement 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 **\$199,999** for the period of October 17, 2023 through June 30, 2024 and not to exceed **\$220,000** for the period of July 1, 2024 through June 30, 2025.

- 4. Section B of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
  - B. 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 personnel, as defined in EXHIBIT B-1 (Line Item Budget) for the period of October 3, 2023 through June 30, 2024 and EXHIBIT B-2 (Line Item Budget) for the period of July 1, 2024 through June 30, 2025. Invoices submitted for payment that are based upon EXHIBIT B-1 or B-2 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- 5. Section C of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
  - C. Monthly, by the 10<sup>th</sup> of the month following the service month, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the previous month. 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 or B-2 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.
- 6. Add *EXHIBIT B-2*, Budget for Fiscal Year 2024/2025 as attached.

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

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First Amendment to the Agreement between the County of Santa Barbara and Good Samaritan Shelter.

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

ATTEST:	COUNTY OF SANTA BARBARA:		
Mona Miyasato			
County Executive Officer			
Clerk of the Board			
Ву:	Ву:		
Deputy Clerk	Steve Lavagnino, Chair		
	Board of Supervisors		
	Date:		
RECOMMENDED FOR APPROVAL:	CONTRACTOR:		
Department of Social Services	Good Samaritan Shelter		
By:	By:		
Department Head	Authorized Representative		
	Name: Sylvia Barnard		
	Title: Executive Officer		
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING FORM:		
Rachel Van Mullem	Betsy M. Schaffer, CPA		
County Counsel	Auditor-Controller		
By:	By:		
Deputy County Counsel	Deputy		
APPROVED AS TO FORM:			
Greg Milligan, ARM			
Risk Management			
By:			

**Risk Management** 

First Amendment – Good Sam – Bringing Families Home & Home Safe Programs FY 24/25

# EXHIBIT B-2

# BUDGET For the Period of July 1, 2024 through June 30, 2025

Personnel Costs	
2 FTE Case Manager	\$ 120,640
.05 FTE Supervisor	\$ 3,536
Benefits 25%	\$ 31,044
Total Personnel Costs	\$ 155,220
Other Costs	
Financial Assistance	\$ 15,000
Staff Training	\$ 1,000
Program Supplies - Computers, Printers, Office supplies	\$ 2,170
Insurance	\$ 2,000
Office Space	\$ 6,614
Phone and Communications	\$ 1,200
Auto Expenses -Lease/Gas/Maint	\$ 10,800
Total Other Costs	\$ 38,784
Total Direct Costs	\$ 194,004
Administration costs 13.4% of Total Direct Costs	\$ 25,996
Total Costs	\$ 220,000