

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
WITH COMMUNITY ACTION COMMISSION OF SANTA BARBARA COUNTY  
FOR THE 211 HELPLINE SERVICES**

Santa Barbara County  
Department of Social Services

***Second Amendment***

This is a *Second Amendment* (hereafter referred to as the *Second Amended Agreement*) to the Agreement for Services of Independent Contractor, number *BC#16-095* (the "Agreement") by and between the **County of Santa Barbara** (COUNTY) and **Community Action Commission of Santa Barbara County (CAC)** (CONTRACTOR), for the continued provision of 211 Helpline Services.

**RECITALS**

Whereas, the parties desire to amend the Agreement, *as amended by the First Amended Agreement*, to extend the term of the existing Agreement, *as amended by the First Amended Agreement*; and

Whereas, this *Second Amended Agreement* incorporates the terms and conditions set forth in the original Agreement, approved by the County Board of Supervisors on August 25, 2015, *as amended by the First Amended Agreement, approved by the Board of Supervisors on June 21, 2016, except as modified by this Second Amended Agreement.*

*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 July 1, 2016 and end performance upon completion, but no later than June 30, 2017 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, Revised, for the period of July 1, 2015 through June 30, 2016, and Exhibit B-2 for the period of July 1, 2016 through June 30, 2017, which are 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, **NOTICES**, 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, Payment Arrangements, is amended to state in its entirety:

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be reimbursed for CONTRACTOR's reimbursable expenses during the term of this Agreement. CONTRACTOR shall be paid a total contract amount, including cost reimbursements not to exceed \$170,540.00, for the period of July 1, 2015 through June 30, 2016, *and not to exceed \$186,640.00 for the period of July 1, 2016 through June 30, 2017.*

4. Section B of Exhibit B 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 Revised (Line Item Budget) *for the period of July 1, 2015 through June 30, 2016; or Exhibit B-2 (Line Item Budget) for the period of July 1, 2016 through June 30, 2017,* and in compliance with Sections 5 and 14 of this Agreement. Invoices must be submitted in COUNTY required format and must contain sufficient detail to enable an audit of the charges along with adequate documentation. Each claiming period shall consist of one calendar month. CONTRACTOR invoice estimates for June fiscal year end are due no later than June 12<sup>th</sup>. Actual final CONTRACTOR invoices for the month of June are due on or before July 31<sup>st</sup>.

CONTRACTOR shall submit invoices with sufficient documentation to demonstrate direct labor and non labor costs for which CONTRACTOR is requesting reimbursement and that those costs are compliant with the Federal and State regulations applicable to the expenditure of funds for which CONTRACTOR claims reimbursement of incurred costs.

5. Section C of Exhibit B is amended to state in its entirety:

C. By the twentieth (20th) of every month for the preceding month, 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, Revised, or B-2 as applicable**, 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. Section G of Exhibit B is amended to state in its entirety:

G. Budget Variances: CONTRACTOR shall obtain written approval from COUNTY's Designated Representative for any variation in a line item amount that exceeds 10% of the amount of the line budget detailed in Exhibit B-1, Revised, *for the period of July 1, 2015 through June 30, 2016, and Exhibit B-2 for the period of July 1, 2016 through June 30, 2017* of this Agreement. In no event shall the overall budget amount be exceeded without a formal amendment to this Agreement

7. Add Exhibit B-2, Line Item Budget for Fiscal Year (FY) 16/17

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

**Exhibit B-2****Line Item Budget  
FY 2016-2017**

<b>Expenses</b>	
Personnel	\$65,320.00
Postage	\$100.00
Training	\$1,880.00
Telephone/Communications	\$800.00
Office Supplies	\$1,200.00
Equipment Lease	\$1,500.00
Reproduction	\$4,000.00
Printing	200.00
Intern Stipends	4,000.00
Miscellaneous	\$500.00
Rent and Utilities	\$3,480.00
Insurance	\$180.00
AIRS & 211 Dues	\$2,500.00
Website Hosting	5,000.00
I-Carol Subscription	4,500.00
Interface	\$73,000.00
Indirect Costs	\$18,480.00
<b>Total Program Expenses</b>	<b>\$186,640.00</b>

<b>Revenues</b>	
SB County Human Services Commission (Community Services Agency)	\$30,000.00
SB County Alcohol Drug & Mental Health Services	\$18,400.00
SB County First 5	\$28,440.00
SB County Social Services	\$11,100.00
SB County Public Health	\$10,000.00
County General Fund	\$77,700.00
City of Santa Barbara	\$11,000.00
<b>Total Revenue</b>	<b>\$186,640.00</b>

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**Second Amended Agreement between the County of Santa Barbara and Community Action Commission of Santa Barbara County (CAC).**

IN WITNESS WHEREOF, the parties have executed this *Second* Amended Agreement to be effective on the date executed by County.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

By: \_\_\_\_\_  
Daniel Nielson, Director

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

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*Second* Amended Agreement between the **County of Santa Barbara** and **Community Action Commission of Santa Barbara County (CAC)**.

IN WITNESS WHEREOF, the parties have executed this *Second* Amended Agreement to be effective on the date executed by County.

**CONTRACTOR:**

Community Action Commission of Santa Barbara County

By:

\_\_\_\_\_  
Authorized Representative

Name:

\_\_\_\_\_  
Fran Forman

Title:

\_\_\_\_\_  
Executive Director