## FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL BETWEEN COUNTY OF SANTA BARBARA AND CLAUDIA DATO

## Fiscal Year 2018 - 2019

**THIS FIRST AMENDMENT** (hereafter AMENDMENT) to the Agreement for Services of Contractor on Payroll is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Claudia Dato (hereafter CONTRACTOR), having an office located at 1112 Santa Barbara Street, Santa Barbara, CA 93101.

**WHEREAS**, the parties desire to amend the Agreement to increase the not-to-exceed contract amount from \$55,000 to \$80,000 and update Exhibit B – Contractor on Payroll Compensation; and

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the original contract approved by the Board on June 29, 2018.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

## **AMENDMENT:**

THE AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL IS AMENDED AS FOLLOWS:

1. Exhibit B is amended as herein attached, for Fiscal Year 2018 - 2019. The total amount paid pursuant to this Agreement shall not exceed a maximum amount of \$80,000 for the period of July 1, 2018 through June 30, 2019.

First Amendment to Agreement for Services of Contractor on Payroll between the **County of Santa Barbara** and **Claudia Dato**.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement, to be effective on September 11, 2018.

| ATTEST:<br>Mona Miyasato<br>County Executive Officer<br>Clerk of the Board | COUNTY OF SANTA BARBARA:   |
|--|--|
| By: Deputy Clerk   | By: Chair, Board of Supervisors  Date:                                     |
| RECOMMENDED FOR APPROVAL: Office of the District Attorney                  | CONTRACTOR:<br>Claudia Dato, SART Coordinator                              |
| By:<br>Joyce E. Dudley, District Attorney                                  | By:Claudia Dato, COP SART Coordinator                                      |
| APPROVED AS TO FORM:<br>Michael C. Ghizzoni<br>County Counsel              | APPROVED AS TO ACCOUNTING FORM Theodore A. Fallati, CPA Auditor-Controller |
| By:<br>Deputy County Counsel   | By:<br>Deputy  |
| APPROVED AS TO FORM:<br>Risk Management                                    |  |
| By:<br>Ray Aromatorio, Risk Manager  |  |
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## EXHIBIT B CONTRACTOR ON PAYROLL Compensation

COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement upon biweekly submission by CONTRACTOR of a timesheet, and such payment shall be subject to deductions and withholding of state and federal taxes. In no event shall the compensation payable exceed the total sum of \$80,000.00 without written amendment. This not to exceed amount includes the following:

- <u>2,080</u> total paid hours at a rate of <u>\$27.06</u> per hour. Total paid hours includes <u>160</u> hours of paid leave (must be at least 24 hours).
- \$23,715.20 for benefits including retirement and FICA. CONTRACTOR has waived health insurance coverage for the duration of this Agreement.