

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

Santa Barbara County
Department of Social Services

Third Amendment

This is a *Third* Amendment (Third 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 BC#17-248, (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, on July 3, 2018, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to increase the compensation and extend the existing Agreement through June 30, 2019;

WHEREAS, the parties now desire to amend the Agreement to *revise the compensation and update the Statement of Work*;

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 2c, **Services provided by CONTRACTOR, 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 566 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).

2. 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 566 hours total for the Wildfire NDWG project. In special circumstances,

Participants shall be allowed to work more than the maximum number of total project hours provided the COUNTY Representative approves in writing that the Participant may exceed the maximum number of project hours and provided that funding is available.

3. 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 566 hours total for Wildfire NDWG project.

Participants shall be allowed to work more than the maximum number of total project hours provided the COUNTY Representative approves in writing that the Participant may exceed the maximum number of project hours and provided that funding is available.

4. Section 6, **Performance Measures**, of EXHIBIT A is amended to state in its entirety:

- CONTRACTOR shall provide services for the CPY Project for 290 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 *approximately 75* participants for up to 566 hours per Participant.

Participants shall be allowed to work more than the maximum number of total project hours provided the COUNTY Representative approves in writing that the Participant may exceed the maximum number of project hours and provided that funding is available.

- 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).

5. 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 **\$2,010,939.36** (\$864,909.76 for CPY Project, and \$1,146,029.60 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.

6. 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 August 2018)** (Schedule of Fees). In no event shall the line item amounts in ATTACHMENT Revised B-1 (dated August 2018) be exceeded unless modified in accordance with Section F of Exhibit B. Invoices submitted for payment that are based upon ATTACHMENT Revised B-1 (dated *August-2018*) must contain sufficient detail to enable an audit of the charges and provide supporting documentation.

7. 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 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 August 2018) Schedule of Fees* 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.

8. Add Section F of Exhibit B:

*Budget Variances: CONTRACTOR shall obtain the expressed written consent from the COUNTY Representative for any variation of the amounts in items (a) through (g) of the CPY Project Schedule of Fees, or items (a) through (i) of the Wildfire NDWG Project Schedule of Fees detailed in ATTACHMENT **Revised B-1 (dated August-2018)** for the period of February 28, 2017 through June 30, 2019 of this Agreement. In no event shall the overall budget amount be exceeded without a formal written amendment to the Agreement.*

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

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

ATTACHMENT Revised B-1
(dated August 2018)
Schedule of Fees
CPY Project Schedule of Fees

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

Item Description	Estimated Total Amount
(a.) Wages: Hourly rate of California minimum wage	\$584,005.28
(b.) 12% Taxes: Federal/State Unemployment, Social Security, MediCare, ETT	\$70,080.63
(c.) 13% Workers Compensation	\$75,920.69
Total Wages, Employer Taxes and Workers Compensation Subtotal	\$730,006.60
(d.) 15% CONTRACTOR Fee	\$93,854.01
(e.) On-Boarding Fee (\$100 per Participant)	\$29,500.00
(f.) Travel Expenses	\$1,549.15
(g.) Contingency for Legally Required Health Benefits/ Off-boarding charges	\$10,000.00
Grant Total	\$864,909.76

- 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% of the applicable wages;
- c. COUNTY is billed for workers compensation for up to 14.944% of the applicable wages which is determined based upon assigned workers compensation codes. *Typical workers compensation code for occupations worked by CPY participants is 13% of the applicable wages. Workers Compensation rates are subject to change depending on the CONTRACTOR’s changes to the CONTRACTOR’s Worker’s Compensation Insurance coverage. Applying workers compensation rates exceeding 14.944% shall require the COUNTY’s written approval;*
- 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 or Off-boarding charges if the required 4-day processing notice of termination is not provided to CONTRACTOR.
 - Estimated cost for any legally required health benefits is \$460 per Participant.
 - Cost for any Off-boarding charges up to \$60 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.

(dated August 2018)
Schedule of Fees

Wildfire NDWG 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.) Time Periods	July to October 2018 (Board Approval)	October 2018 (Board Approval) to June 2019 or 560 hours	October 2018 (Board Approval) to June 2019 or 560 hours	October 2018 (Board Approval) to June 2019 or 560 hours
(b.) Job Titles	Laborers	Laborers	Laborers	Crew Leaders
(c.) Number of Participants	30		40	5
(d.) Hourly Rate	\$15.40	\$18	\$18	\$19.50
Total Hours	260	306	566	566
(e.) Wages	\$120,120.00	\$165,240.00	\$407,520.00	\$55,185.00
(f.) 12% Taxes: Federal/State Unemployment, Social Security, MediCare, ETT	\$14,414.40	\$19,828.80	\$48,902.40	\$6,622.20
(g.) Workers Compensation: 9.47% - July to October 2018 20.478% - October to June 2019	\$11,384.97	\$33,837.85	\$83,451.95	\$11,300.78
Total Wages, Employer Taxes and Workers Compensation Subtotal	\$145,919.37	\$218,906.65	\$539,874.35	\$73,107.98
(h.) Background Checks/Live Scans (75 participants)	\$0.00	\$1,620.00	\$2,160.00	\$270.00
(i.) 15% CONTRACTOR Fee	\$21,887.91	\$32,836.00	\$80,981.15	\$10,966.20
(j.) On-Boarding Fee (\$100 per Participant)	\$3,000.00		\$4,000.00	\$500.00
(k.) Travel Expenses	\$0	\$0	\$0	\$0
(l.) Contingency for Legally Required Health Benefits/Off- boarding charges	\$3,333.00		\$3,333.00	\$3,334.00
Grant Total	\$1,146,029.60			

- a. Time Periods: This is a timeline of when each group/cohort will be served;
- b. Job Titles: Participants are categorized based on job description as laborers or crew leaders;
- c. Number of Participants: Number of Participants that will be served during each time period of the project;
- d. Hourly Rate: Hourly wages have been vetted by Employment Development Department to match wages for similar occupations in Santa Barbara County;
- e. Wages: Calculated per time period based on number of Participants, hourly rate, and total hours;

- f. COUNTY is billed for employer payroll taxes up to 12% of the applicable wages;
- g. COUNTY is billed for workers compensation for up to 20.478% of the applicable wages which is determined based upon assigned workers compensation code. *Workers Compensation rates are subject to change depending on the CONTRACTOR's changes to the CONTRACTOR's Worker's Compensation Insurance coverage and type of work. Applying workers compensation rates exceeding 20.478% shall require the COUNTY's written approval;*
- h. *Background checks or live scans as required by worksites;*
- i. A 15% mark-up of the total costs described in items e., f., and g. above, to cover wages, taxes, and workers compensation fees associated with facilitating services;
- j. On-Boarding Fee of \$100 per Participant;
- k. Travel expenses will not be billed for Wildfire NDWG Project; and
- l. The cost of any legally required health benefits or Off-boarding charges if the required 4-day processing notice of termination is not provided to CONTRACTOR.
 - Cost for any legally required health benefits is \$133 per Participant.
 - Cost for any Off-boarding charges up to \$60 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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Third Amendment to the Agreement between the **County of Santa Barbara** and **Foundation for California Community Colleges**.

IN WITNESS WHEREOF, the parties have executed this Third 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

CONTRACTOR:

Foundation for California Community
Colleges

By: _____
Authorized Representative

Name: _____

Title: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

CONTRACTOR:

Foundation for California Community
Colleges

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management