

RENEWAL AND AMENDMENT No. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & MONTEREY COUNTY RAPE CRISIS CENTER

THIS RENEWAL AND AMENDMENT No. 2 to AGREEMENT is entered by and between **MONTEREY COUNTY RAPE CRISIS CENTER** hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR entered into that certain AGREEMENT for victim services with a term of July 1, 2016 through June 30, 2018 for a contract total amount of \$15,800;

WHEREAS, the County and CONTRACTOR entered into an AMENDMENT No. 1, dated May 2, 2018, to AGREEMENT, extending the AGREEMENT to December 31, 2019, and increasing the contract total amount to \$31,431;

WHEREAS, the AGREEMENT expired by its terms on December 31, 2019;

WHEREAS, the County and CONTRACTOR have since continued to perform under the AGREEMENT and otherwise conduct themselves as if it remained in force; and

WHEREAS, the County and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect date retroactive to December 31, 2019, and to amend the AGREEMENT as provided below; and,

WHEREAS, the California Governor’s Office of Emergency Services (Cal OES) has provided grant funding for this Agreement in the following amounts for the following grant periods: \$7,331 for Calendar Year 2020; \$9,811 for Calendar Year 2021; \$8,837 for Calendar Year 2022; and \$9,800 for Calendar Year 2023.

NOW THEREFORE, the County and CONTRACTOR hereby agree as follows:

1. The expiration of the AGREEMENT is hereby revoked and, except as expressly modified by this RENEWAL AND AMENDMENT #2, the AGREEMENT shall be, and hereby is, retroactively reinstated in its entirety and shall be, and shall be considered to have been at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. **Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from **July 1, 2016 to December 31, 2019**, unless sooner terminated pursuant to the terms of this Agreement” **and replacing it with** “The term of this Agreement is from **July 1, 2016 to December 31, 2023**, unless sooner terminated pursuant to the terms of this Agreement.”
3. Effective as of January 1, 2020 through December 31, 2020, **Paragraph 2, “PAYMENT PROVISIONS”, is amended by removing** “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of \$31,431” and replacing it with “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of **\$38,762.**”

4. Effective as of January 1, 2021 through December 31, 2021, **Paragraph 2, “PAYMENT PROVISIONS”, is amended by removing** “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of \$38,762” and replacing it with “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of \$48,573.”
5. Effective as of January 1, 2022 through December 31, 2022, **Paragraph 2, “PAYMENT PROVISIONS”, is amended by removing** “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of \$48,573” and replacing it with “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of \$57,410.”
6. Effective as of January 1, 2023 through December 31, 2023, **Paragraph 2, “PAYMENT PROVISIONS”, is amended by removing** “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of \$57,410” and replacing it with “The total amount payable by the County to CONTRACTOR under this agreement is not to exceed the sum of \$67,210.”
7. This RENEWAL AND AMENDMENT No. 2 is adopted as of April , 2023, but the effective date of the various provisions hereof shall be such retroactive dates as are otherwise specifically provided herein.
8. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
9. A copy of this RENEWAL AND AMENDMENT No. 2 shall be attached to the original AGREEMENT, as amended.

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IN WITNESS WHEREOF, the parties have executed this RENEWAL AND AMENDMENT No. 2 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Nicholas E. Chiulos, Assistant County
Administrator

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

County Counsel

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.