

**AMENDMENT #3 TO AGREEMENT # A-14944
BY AND BETWEEN
COUNTY OF MONTEREY &
GEO REENTRY SERVICES, LLC**

THIS AMENDMENT is made to the Agreement for the provision of services to adult offenders participating in the Day Reporting Center by and between **GEO REENTRY SERVICES, LLC**, hereinafter “**CONTRACTOR**”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “**County**” (collectively, “**the Parties**”).

WHEREAS, the County and **CONTRACTOR** first entered into the Agreement on September 1, 2020 by board action for the term September 1, 2020 through August 31, 2023, not to exceed \$1,004,663 annually, for a total of \$3,013,989; and

WHEREAS, Agreement was amended by the Parties on December 15, 2020 (hereinafter, “**Amendment No. 1**”) to update Exhibit A with the new business location for the Day Reporting Center Services, effective January 1, 2021; and

WHEREAS, effective July 1, 2021, the County and **CONTRACTOR** amended the Agreement, to consolidate services of the Day Reporting Center and post incarceration reentry services for adult offenders under Probation supervision under one contract and one location; and

WHEREAS, Agreement was amended by the Parties on June 14, 2021, (hereinafter, “**Amendment No. 2**” including Exhibit A-1) to add Exhibit A-1, Scope of Services/Payment Provisions, and increase the Agreement’s amount by \$367,152, for a total not to exceed amount of \$3,381,141, for the term July 1, 2021 through August 31, 2023, to allow **CONTRACTOR** to provide services identified and as amended in the Agreement; and

WHEREAS, the original contract provides for two extension options, each extending the contract for a further period of twelve (12) months prior to the date of expiration; and

WHEREAS, the County intends to exercise one optional term extension; and

WHEREAS, the Parties wish to amend the Agreement to extend the term by one additional year to August 31, 2024 and increase the Agreement’s amount by \$1,267,141 for a total not to exceed amount of \$4,648,282, for the term September 1, 2020 through August 31, 2024 to allow **CONTRACTOR** to continue to provide services.

NOW THEREFORE, the County and **CONTRACTOR** hereby agree to amend the Agreement, effective September 1, 2023, as follows:

1. Section 3.0, “**TERM OF AGREEMENT**”, shall be amended to read “The term of this Agreement is from September 1, 2020 to August 31, 2024, unless sooner terminated pursuant to the terms of this Agreement.”

2. Section 2.0, “Payment Provisions” shall be amended to read:

County shall pay the CONTRACTOR in accordance with the payment provisions set for the in Exhibits A, and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$4,648,282.

3. Exhibit A, Scope of Services/Payment Provisions, “Section A.2, Minimum Requirements, Paragraph 10, Hours of Operations” shall be amended to read:

“Minimum hours of operation will be Monday – Friday, 8:00 a.m. to 8:00 p.m., Saturdays and Sundays, 8:00 a.m. to 12:00 noon and 8:00 a.m. to 12:00 noon on County Holidays.”

4. Exhibit A, Scope of Services Payment Provisions, “Section B. Payments, Item B.1 Compensation/Payment shall be amended to read:

The County shall pay an amount not to exceed **\$4,111,676** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

5. Exhibit A, Scope of Services Payment Provisions, “Section B. Payments, Item B.2 Budget shall be amended to read:

CONTRACTOR shall follow the following all-inclusive tiered rate structure for all clients referred to the DRC by Probation and Parole, as indicated below, with a fixed monthly rate up to 50 clients equal to \$66,000 (\$792,000 annually); and tiered per diem rate for clients above 50.

Number of Clients	Charge Amount
0-50	\$66,000.00 /PER MONTH
51-75	\$17.00 /PER CLIENT per day additional
76-100	\$16.50 /PER CLIENT per day additional
100+	\$16.00 /PER CLIENT per day additional

No additional charges will be included.

If number of referred clients accepted by CONTRACTOR falls below 50 (excluding the aftercare phase) for three consecutive months, the parties shall meet and confer on adjusting the compensation. Client aftercare services are not included in client count for the rate structure.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

6. Exhibit A, Scope of Services Payment Provisions, “Section B. Payments, Item B.3, Contractor’s Billing Procedures”, last sentence shall be amended to read:

“Expenses may only be incurred prior to the end of the contract period on August 31, 2024.”

7. Exhibit A, Scope of Services Payment Provisions, “Section B. Payments, Item C, Term”, first sentence shall be amended to read:

“The initial term shall commence with the signing of this AGREEMENT through and including August 31, 2024, with the option to extend this AGREEMENT for one (1) additional one (1) year period.”

8. Exhibit A-1, Scope of Services Payment Provisions, Section B. Pricing, Paragraph B4, rate table shall be amended to read:

COSTS	Monthly Amount	Yearly Amount
A. PERSONNEL SALARIES	\$5,772	\$69,264
B. FRINGE BENEFITS	\$1,701	\$20,412
C. OPERATING DIRECT COSTS	\$4,100.75	\$49,209
a. Bus Passes	Cost of Passes	\$4,175
D. SUBCONTRACTORS	\$1.75/meal	\$6,600
E. OVERHEAD/INDIRECT/ADMINISTRATIVE COSTS	\$549.50	\$6,594
F. ANNUAL RENT	\$1,100	\$13,200
Total Yearly Amount		\$169,454
Fiscal Year 2021-22		\$169,454
Fiscal Year 2022-23		\$169,454
Fiscal Year 2023: July 1, 2023 – August 31, 2023		Not to exceed \$28,244
Fiscal Year 2024: September 1, 2023- August 31, 2024.		\$169,454
Total		\$536,606

9. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
10. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No.3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date written below.

COUNTY OF MONTEREY

CONTRACTOR

Department Head

Dated:

Approved as to Fiscal Provisions:

Patricia Ruiz

Deputy Auditor/Controller

Dated: 8/15/2023 | 7:14 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Anne Brereton

Anne K. Brereton
Deputy County Counsel

Dated: 8/14/2023 | 2:39 PM PDT

DocuSigned by:

Derrick Schofield

By:

Signature of Chair, President, or Vice-President

Derrick Schofield, Executive Vice President

Printed Name and Title

Dated: 8/10/2023 | 2:14 PM PDT

DocuSigned by:

Joe Negron

By:

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

Joe Negron, Vice President and Secretary

Printed Name and Title

Dated: 8/11/2023 | 8:30 AM EDT

*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.