

**RENEWAL AND AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
Access Support Network**

THIS RENEWAL AND AMENDMENT NO. 2 to the Agreement (“Agreement A-14271”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and Access Support Network (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on April 10, 2019, County and CONTRACTOR entered into Agreement A-14271 in the amount of \$298,235 for the term April 1, 2019, through March 31, 2024, for the provision of Human Immunodeficiency Virus (HIV) non-medical case management services to Ryan White Part B clients; and

WHEREAS, on April 26, 2021, County and CONTRACTOR entered into Amendment No. 1 to Agreement A-14271, increasing the maximum contract liability to \$476,849; and

WHEREAS, on March 31, 2024, Agreement A-14271 expired by its terms; and

WHEREAS, County and CONTRACTOR wish to renew and amend Agreement A-14271 retroactive to April 1, 2024; and

WHEREAS, this Renewal and Amendment No. 2 is necessary due to County’s continued need for CONTRACTOR’s services; and

WHEREAS, County and CONTRACTOR wish to extend the term of Agreement A-14271 to June 30, 2029, and to increase the not to exceed amount by \$356,500 with an amended not to exceed amount total of \$833,349.

NOW THEREFORE, County and CONTRACTOR hereby agree as follows:

1. This Agreement A-14271 is hereby renewed retroactive to April 1, 2024, and all of its prior terms and conditions shall be deemed to have been in effect continuously since that time.
2. Section 2.0. Section 2, PAYMENT CONDITIONS, is hereby amended and restated to read in its entirety as follows:

“2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, 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 \$833,349.”

3. Section 3.01. Section 3.01 is hereby amended and restated to read in its entirety as follows:

“3.01. The term of the Agreement is from April 10, 2019, to June 30, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and

CONTRACTOR may not commence work before County signs the Agreement.”

4. 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.
5. A copy of this Renewal and Amendment No. 2 shall be attached to the original Agreement executed by County on April 10, 2019.

(Intentionally left blank)

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Renewal and Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

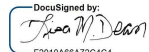
Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

ACCESS SUPPORT NETWORK


Contractor's Business Name*

By:  _____
(Signature of Chair, President, or Vice-President) *

Lisa Dean, President

Name and Title

Date: **6/6/2024 | 9:55 AM PDT**

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

Ron Pigeon, Treasurer

Name and Title

Date: **6/10/2024 | 7:04 PM PDT**

***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.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required