

## AMENDMENT #2 TO AGREEMENT

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### AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & MARK RISPOLI, DBA MAKOR K9

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of canine and handler training for narcotics, explosives and patrol canines, by and between **MARK RISPOLI, DBA MAKOR K9**, 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 wish to amend the AGREEMENT to add additional services to the contract and to extend it for an additional year; and

**WHEREAS**, the County and CONTRACTOR wish to further amend the AGREEMENT to increase the amount of the agreement to allow for payment of the additional services and time extension of the contract;

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 2, "PAYMENT PROVISIONS"**, shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$78,000.00" and replacing it with, "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$99,800.00".
2. **Paragraph 3, "TERM OF AGREEMENT"**, shall be amended by removing, "The term of this Agreement is from April 5, 2016 to April 4, 2019" and replacing it with, "The term of this Agreement is from April 5, 2016 to April 4, 2020, unless sooner terminated pursuant to the terms of this Agreement".
3. **EXHIBIT A - Scope of Services** shall be amended by adding modifying services as per EXHIBIT A2 Revised per Amendment #2 attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated April 5, 2016.

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Mark Rispoli, DBA Makor K9  
Amount: \$99,800.00  
Term: 04/05/2016 to 04/04/2020

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

[Signature]  
Contracts/Purchasing Officer

Dated: 10/5/2018

Approved as to Fiscal Provisions:  
[Signature]  
Deputy Auditor/Controller

Dated: 10-3-18

Approved as to Liability Provisions:

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Approved as to Form:  
[Signature]  
Deputy County Counsel

Dated: 10/2/2018

CONTRACTOR

By: [Signature]  
Signature of Chair, President, or Vice-President

MARK RISPOLI  
Printed Name and Title

Dated: 9-25-18

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

\_\_\_\_\_  
Printed Name and Title

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.

Mark Rispoli, DBA Makor K9  
Amount: \$99,800.00  
Term: 04/05/2016 to 04/04/2020

## EXHIBIT-A-2

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### EXHIBIT-A-2

To Agreement by and between  
Monterey County Sheriff's Office, hereinafter referred to as "County"  
Mark Rispoli, DBA Makor K9, hereinafter referred to as "CONTRACTOR"

### Scope of Services / Payment Provisions

#### A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide monthly continuing Patrol/Narcotics/Explosive Training, which meets or exceeds the Peace Officer Standards and Training (POST) Law Enforcement K-9 guidelines (attached as Exhibit B to this agreement), for canine teams.

For the purposes of this agreement, the term "Canine Team" is defined as one (1) canine and one (1) deputy. All trainings are to be arranged via the Special Operations Commander in charge of Canines, and shall be provided in or about Monterey County, California. Training location must be deemed acceptable to the Special Operations Commander.

#### B. PAYMENT PROVISIONS

##### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$99,800.00 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:

##### **Patrol Canine Teams:**

One (1) day per month for One (1) to Five (5) Patrol Canine teams

Cost: \$998.00 total for 1-5 teams

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## EXHIBIT-A-2

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### **Detection Canine Teams**

One (1) day per month for One (1) to Five (5) Narcotics detection canine teams  
One (1) day per month for One (1) Explosive Detection canine team

Cost: \$1272.00 total for 1-5 Narcotics detection canine teams and  
For 1 Explosive detection canine team.

If the explosive detection team cannot attend the training due to illness/incapacitation of canine or handler, the monthly fee shall either be reduced OR an additional session shall be provided to the explosive detection canine team at no cost to the County.

### **Explosive Detection K9 Handler Orientation Course**

Cost: \$14,508.00 for three (3) week handler orientation in and about Monterey County  
California Narcotics Canine Association (CNCA) Certification will be available  
at the conclusion of the handler's course.

Cancellation of Classes: If a pre-arranged class must be cancelled due to emergency circumstances on the part of the CONTRACTOR, another session shall be provided for that group of canine teams, at no cost to the County. This replacement training must be provided to County within the term of this contract.

There shall be no travel reimbursement allowed during this Agreement.

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.

### **B.2 CONTRACTORS BILLING PROCEDURES**

Invoicing may occur at any time after completion of the job. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

[MCSOSheriff.Fiscal@co.monterey.ca.us](mailto:MCSOSheriff.Fiscal@co.monterey.ca.us)

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If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office  
Attention: Fiscal Unit Accounts Payable  
1414 Natividad Road  
Salinas, CA 93906

Invoices shall list:

- a. Date of Service
- b. Purchase Document number, as issued by County
- c. Names of dog/handler units receiving training
- d. Types of training received
- e. Name(s) of trainer(s) providing training
- f. Signature of County employee authorizing work

All invoices for work performed during the month of June in any year must be submitted by July 15<sup>th</sup> of that year to facilitate year end close for the County.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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