

AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 to the Agreement between the COUNTY OF MONTEREY (the "County") and the Action Council of Monterey County Inc., (the "Contractor") that became effective on July 1, 2010 (the "Agreement") is hereby entered into between the County and the Contractor.

RECITALS:

WHEREAS, The County and the Contractor entered into Agreement #A-11745 on July 1, 2010, in the amount of \$250,000, for the provision of community educational management services, and contracting for specialized services for the Monterey County Health Department. Board of Supervisor's approval was obtained on June 29, 2010; and

WHEREAS, Amendment No. 1 increased the total amount of the Agreement by \$350,000 for a revised total amount of \$600,000; extended the term by one year, July 1, 2010 through June 30, 2012; and revised Exhibit A, Scope of Services/Payment Provisions. Board of Supervisor's approval was obtained on March 22, 2011; and

WHEREAS, Amendment No. 2 extended the Agreement by one year, July 1, 2010 through June 30, 2013. By authority given by the Board of Supervisors, the County's Contracts/Purchasing Officer approved the extension of the Agreement on June 1, 2012; and

WHEREAS, this Amendment No. 3 extends the Agreement through June 30, 2015; increases the amount by \$150,000 for a revised total amount not to exceed \$750,000; and revises Exhibit A.1 to reflect the additional added funding.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Amend #2. "Payments by County", second sentence to read as follows: The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$750,000.
2. Amend #3. "Term of Agreement", first sentence to read as follows: The term of this Agreement is from July 1, 2010 to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement .
3. Exhibit A.2 replaces Exhibit A.1, Scope of Services/Payment Provisions.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 3 shall be attached to the Agreement and preceding Amendments and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 3 to Agreement A-11745 as of the day and year last written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: Stacey Sautto
Deputy County Counsel

Date: 4/23/13

Approved as to Fiscal Provisions ²

By: [Signature]
Auditor/Controller

Date: 4-22-13

Approved as to Liability Provisions ³

By: _____
Risk Management

Date: _____

CONTRACTOR

Action Council of Monterey County, Inc.

Contractor's Business Name*
By: [Signature]
(Signature of Chair, President, or Vice-President)*
Larry Imwalle, Executive Director
Name and Title

Date: 4/9/2013

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

Libby McMahon, Finance Director
Name and Title

Date: 4/9/2013

County Board of Supervisors' Agreement Number: A-11745

*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.

EXHIBIT A.2
SCOPE OF SERVICES/PAYMENT PROVISIONS

Scope of Services:

Objective: The Action Council, (hereinafter "CONTRACTOR") shall provide community educational management services, which may include subcontracting with professionals to perform specialized services; purchase equipment; obtain venues for trainings/conferences; and provide other services as requested by the Director of Health or his designee and/or Health Officer. An example of a specialized service may involve the necessity to enter into emergency subcontracts due to a pandemic outbreak or other health threats to the residents of Monterey County.

Due to the nature of this Agreement, it is not possible to list all services that will be necessary to implement for the Department of Health. As stated above, county emergencies or preparation for such events may warrant the need to enter into Agreements with individuals/businesses that can provide these services when required. Non-emergency services may be warranted as additional state and federal funding becomes available and the Public Health Bureau's Programs re-work their anticipated scopes of services in order to better serve the community and the county's professionals through additional conferences/trainings on relevant topics and events.

Responsibilities:

- County will provide CONTRACTOR with a detailed description of services and payment provisions that are required for each subcontract. If travel expenses are included in the subcontract(s), reimbursement will be per the County of Monterey Travel Policy and shall be stated in each agreement.
- CONTRACTOR will provide County with a fully executed Agreement detailing the Subcontractor's scope of services/payment provisions as authorized by the County.

Payment Provisions:

- **County does not guarantee that the total amount of \$750,000 for this Agreement will be paid to Contractor. This Agreement is on an "as needed basis."** The need for subcontractors is dependent upon state and federal funding, and on the needs of the community and the department. County will only encumber funds for this Agreement on a quarterly basis (based on anticipated subcontracting needs). County will not encumber the entire amount of the Agreement.
- County shall authorize all services performed and expenditures to be reimbursed for each Sub-contractor by approving all invoices first, and then forwarding to the Contractor for payment.
- All invoices for reimbursement by County to CONTRACTOR shall include a ten percent (10%) Administrative Fee calculated on the total amount of each invoice.

- CONTRACTOR shall submit to the County an invoice(s) on a form acceptable to County at least on a monthly basis, requesting payment for expenses incurred during the previous month. The Health Department's Contract Manager shall certify the invoice(s) and shall promptly submit such invoice to the County Auditor-Controller. The Auditor-Controller shall pay the certified amount within 30 days of receiving the certified invoice. CONTRACTOR shall pay their Subcontractors within 5 days of receipt of payment from County.
- The total amount of this Agreement shall not exceed \$750,000.
- All correspondence with County shall be directed to:

Monterey County Health Department
Public Health Bureau
Kathy Robinson, Management Analyst II
1270 Natividad Road
Salinas, CA 93906
Telephone: 831-796-1286
Email: robinsonk@co.monterey.ca.us

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 5/7/2012

PRODUCER (831) 373-4925 FAX: (831) 373-6935
 Monterey Insurance Agencies
 P.O. Box MIA
 401 Fremont Street, Suite 100
 Monterey CA 93940-3263

INSURED
 ACTION Council of Monterey County, Inc.
 360 Main St., #206
 Salinas CA 93901

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NIAC	0115
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2012-05013-NPO	4/30/2012	4/30/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2012-05013-NPO	4/30/2012	4/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Improper Sexual Conduct SS Prof Liability	2012-05013-NPO 2012-05013-NPO	4/30/2012 4/30/2012	4/30/2013 4/30/2013	Each Claim Limit: \$1,000,000 General Agg Limit: \$1,000,000 Occurrence/Agg Lmt: \$1 mil/\$2 mil

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Regarding First 5. Monterey County, it's officers, agents and employees are named as Additional Insured as respects to General Liability (CG 2010 07/04 attached) and Auto Liability (NIAC-AI 3/91 attached) Coverage is primary. *10 day notice in the event of cancellation for non payment of premium applies.*REVISED CERTIFICATE REPLACES CERTIFICATE ISSUED 5/1/2012.

CERTIFICATE HOLDER	CANCELLATION
Monterey County First 5 1000 S. Main St., Suite 304 Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE P Bystrowski/LEELAN <i>Paul F. Bystrowski</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
County of Monterey, Its Officers, Agents And Employees (First 5) 1000 South Main Street, Suite 304 Salinas, CA 93901	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

PRIMARY INSURANCE

Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insureds or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

Policy 2012-05013-NPO



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

County of Monterey, its Officers, Agents
And Employees (First 5)
1000 South Main Street, Suite 304
Salinas, CA 93901

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

PRIMARY INSURANCE

Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insureds or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 to the Agreement between the COUNTY OF MONTEREY (the "County") and the Action Council of Monterey County Inc., (the "Contractor") that became effective on July 1, 2010 (the "Agreement") is hereby entered into between the County and the Contractor. Board of Supervisors approval was obtained for the Agreement, as well as for Amendment No. 1 - #A-11745.

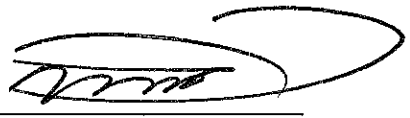
RECITALS:

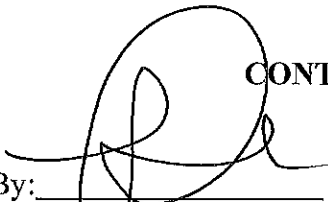
- A. The County and the Contractor entered into the Agreement for the purpose to: provide community educational management services, and contracting for specialized services.
- B. Amendment No. 1 increased the total amount of the Agreement by \$350,000 for a revised total amount of \$600,000; extended the term by one year, July 1, 2010 through June 30, 2012; and revised Exhibit A, Scope of Services/Payment Provisions.
- C. This Amendment No. 2 extends the Agreement by one year, July 1, 2010 through June 30, 2013.

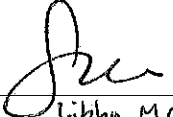
NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. Amend 3. "Term of Agreement", first sentence, to read as follows: The term of this Agreement is from July 1, 2010 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement.
- 4. All other terms and conditions of the Agreement remain unchanged and in full force.
- 5. This Amendment No. 2 shall be attached to the Agreement and Amendment No. 1 and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year last written below:

COUNTY OF MONTEREY:
By: 
Title: Contracts/Purchasing Officer
Date: 6-1-12

CONTRACTOR:
By: 
Title: Executive Director
Date: 5/30/2012

By: 
Title: Finance Director
Date: 5/30/2012

Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No. A-11745

- a. Approve and authorize the Contracts/ Purchasing Officer to sign Amendment No. 1 to the Professional Services Agreement with the Action Council of Monterey County Inc., increasing the amount by \$350,000 for a revised total amount of \$600,000 for the provision of community educational management and contracting for specialized services; and extend the term of the Agreement by one (1) year, for a new term of July 1, 2010 through June 30, 2012; and
b. Authorize the Contracts/Purchasing Officer to sign up to three future Amendments to this Agreement where the Amendments do not exceed ten percent (10%) of the annual amount, and do not significantly alter the scope of services or result in an increase to net county costs.....

Upon motion of Supervisor Calcagno, seconded by Supervisor Potter, and carried by those members present, the Board hereby;

- a. Approved and authorized the Contracts/Purchasing Officer to sign Amendment No. 1 to the Professional Services Agreement with the Action Council of Monterey County Inc., increasing the amount by \$350,000 for a revised total amount of \$600,000 for the provision of community educational management and contracting for specialized services; and extend the term of the Agreement by one (1) year, for a new term of July 1, 2010 through June 30, 2012.
b. Authorized the Contracts/Purchasing Officer to sign up to three future Amendments to this Agreement where the Amendments do not exceed ten percent (10%) of the annual amount, and do not significantly alter the scope of services or result in an increase to net county costs.

PASSED AND ADOPTED on this 22nd day of March, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on March 22, 2011.

Dated: March 22, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By [Signature] Deputy

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 to the Agreement between the COUNTY OF MONTEREY (the "County") and the Action Council of Monterey County Inc., (the "Contractor") that became effective on July 1, 2010 (the "Agreement") is hereby entered into between the County and the Contractor.

RECITALS:

- A. The County and the Contractor entered into the Agreement for the purpose to: provide community educational management services, and contracting for specialized services.
- B. This Amendment No. 1 increases the total amount of the Agreement by \$350,000 for a revised total amount of \$600,000; extends the term by one year, July 1, 2010 through June 30, 2012; and revises Exhibit A, Scope of Services/Payment Provisions.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. Revise #2, Payments by County, second sentence, to read as follows: The total amount of payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$600,000.
- 2. Revise #3, Term of Agreement, first sentence, to read as follows: The term of this Agreement is from July 1, 2010 to June 30, 2012, unless sooner terminated pursuant to the terms of this Agreement.
- 3. Exhibit A.1 replaces Exhibit A, Scope of Services/Payment Provisions (attached).
- 4. All other terms and conditions of the Agreement remain unchanged and in full force.
- 5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year last written below:

COUNTY OF MONTEREY:

CONTRACTOR:

By: 

By: 

Title: Contracts/Purchasing Officer

Title: Executive Director

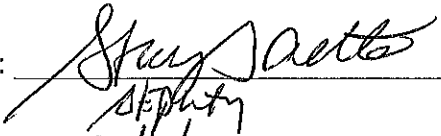
Date: 4-7-11

Date: 2/17/2011


APR 06 2011

CCC

APPROVED AS TO LEGAL FORM:
County Counsel

By: 
Date: 3/1/11

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

By: 
Title: SECRETARY
Date: 2/22/2011

APPROVED AS TO FISCAL PROVISIONS:
Auditor/Controller

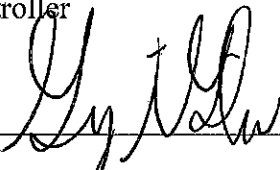
By: 
Date: 3-1-11

EXHIBIT A.1
SCOPE OF SERVICES/PAYMENT PROVISIONS

Scope of Services:

Objective: The Action Council, (hereinafter "CONTRACTOR") shall provide community educational management services, which may include subcontracting with professionals to perform specialized services; purchase equipment; obtain venues for trainings/conferences; and provide other services as requested by the Director of Health and/or Health Officer. An example of a specialized service may involve the necessity to enter into emergency subcontracts due to a pandemic outbreak or other health threats to the residents of Monterey County.

Due to the nature of this Agreement, it is not possible to list all services that will be necessary in Fiscal Year 2010-12. As stated above, county emergencies or preparation for such events may warrant the need to enter into Agreements with individuals/businesses that can provide these services when required. Non-emergency services may be warranted as additional state and federal funding becomes available and the Public Health Bureau's Programs re-work their anticipated scopes of services in order to better serve the community and the county's professionals through additional conferences/trainings on relevant topics and events.

Responsibilities:

- County will provide CONTRACTOR with a detailed description of services and payment provisions that are required for each subcontract. If travel expenses are included in the subcontract(s), reimbursement will be per the County of Monterey Travel Policy and shall be stated in each agreement.
- CONTRACTOR will provide County with a fully executed Agreement detailing the Subcontractor's scope of services/payment provisions as authorized by the County.

Payment Provisions:

- **County does not guarantee that the total amount of \$600,000 for this Agreement will be paid to Contractor. This Agreement is on an "as needed basis."** The need for subcontractors is dependent upon state and federal funding, and on the needs of the community and the department. County will only encumber funds for this Agreement on a quarterly basis (based on anticipated subcontracting needs). County will not encumber the entire amount of the Agreement.
- County shall authorize all services performed and expenditures to be reimbursed for each Sub-contractor by approving all invoices first, and then forwarding to the Contractor for payment.
- All invoices for reimbursement by County to CONTRACTOR shall include a ten percent (10%) Administrative Fee calculated on the total amount of each invoice.

- CONTRACTOR shall submit to the County an invoice(s) on a form acceptable to County at least on a monthly basis, requesting payment for expenses incurred during the previous month. The Health Department's Contract Manager shall certify the invoice(s) and shall promptly submit such invoice to the County Auditor-Controller. The Auditor-Controller shall pay the certified amount within 30 days of receiving the certified invoice. CONTRACTOR shall pay their Subcontractors within 5 days of receipt of payment from County.
- The total amount of this two-year Agreement shall not exceed \$600,000.
- All correspondence with County shall be directed to:

Monterey County Health Department
Public Health Bureau
Kathy Robinson, Management Analyst II
1270 Natividad Road
Salinas, CA 93906
Telephone: 831-796-1286
Email: robinsonk@co.monterey.ca.us

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Action Council of Monterey County, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide community educational management services as described in Exhibit A.

2. **PAYMENTS BY COUNTY.** 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 \$ 250,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2010 to June 30, 2011, 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 this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Hugh F. Stallworth, MD, MPH, Health Officer	Larry ImWalle, Executive Director
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	369 S. Main Street, Suite 201 Salinas, CA 93901
Address	Address
831 755-4526	831 783-1244
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space left blank intentionally

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature] for Mike Derr
Purchasing Officer

Date: 7-13-10

By: [Signature]
Department Head (if applicable)

Date: 7/1/2010

By: [Signature]
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
Deputy County Counsel

Date: 5/17/10

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 5/18/10

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Action Council of Monterey County, Inc.
Contractor's Business-Name*

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

Larry ImWalle, Executive Director
Name and Title

Date: 5/10/2010

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Libby McMahon, Finance Director

Name and Title

Date: 5/10/2010

ENTERED
JUL 13 2010
CCC

County Board of Supervisors' Agreement Number: _____

*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

³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

Scope of Services:

Objective: The Action Council, (hereinafter "CONTRACTOR") shall provide community educational management services, which may include subcontracting with professionals to perform specialized services; purchase equipment; obtain venues for trainings/conferences; and provide other services as requested by the Director of Health and/or Health Officer. An example of a specialized service may involve the necessity to enter into emergency subcontracts due to a pandemic outbreak or other health threats to the residents of Monterey County.

Due to the nature of this Agreement, it is not possible to list all services that will be necessary in Fiscal Year 2010-11. As stated above, community emergencies or preparation for such events may warrant the need to enter into Agreements with individuals/businesses that can provide these services as needed. Non-emergency services may be warranted as additional state and federal funding becomes available and the Public Health Bureau's Programs re-work their anticipated scopes of services in order to better serve the community and the county's professionals through additional conferences/trainings on relevant topics and events.

Responsibilities:

- County will provide CONTRACTOR with a detailed description of services and payment provisions that are required for each subcontract. If travel expenses are included in the subcontract(s), reimbursement will be per the County of Monterey Travel Policy and shall be stated in each agreement.
- CONTRACTOR will provide County with a fully executed Agreement detailing the Subcontractor's scope of services/payment provisions as authorized by the County.

Payment Provisions:

- **County does not guarantee that the total amount of \$250,000 for this Agreement will be paid to Contractor. This Agreement is on an "as needed basis."** The need for subcontractors is dependent upon state and federal funding, and on the needs of the community and the department. County will only encumber funds for this Agreement on a quarterly basis (based on anticipated subcontracting needs). County will not encumber the entire amount of the Agreement.
- County shall authorize all services performed and expenditures to be reimbursed for each Subcontractor by approving all invoices first, and then forwarding to the Contractor for payment.
- All invoices for reimbursement by County to CONTRACTOR shall include a ten percent (10%) Administrative Fee calculated on the total amount of each invoice.
- CONTRACTOR shall submit to the County an invoice(s) on a form acceptable to County at least on a monthly basis, requesting payment for expenses incurred during the previous month. The Health Department's Contract Manager shall certify the invoice(s) and shall promptly submit such invoice to the County Auditor-Controller. The Auditor-Controller shall pay the certified

amount within 30 days of receiving the certified invoice. CONTRACTOR shall pay their Subcontractors within 5 days of receipt of payment from County.

- The total amount of this one-year Agreement shall not exceed \$250,000.
- All correspondence with County shall be directed to:

Monterey County Health Department
Public Health Bureau
Kathy Robinson, Management Analyst II
1270 Natividad Road
Salinas, CA 93906
Telephone: 831-796-1286
Email: robinsonk@co.monterey.ca.us

This Scope of Services and Payment Provisions was revised after the Contractor signed the Agreement. As indicated by their signatures below, County and Contractor accept this document as the final Exhibit A, Scope of Services and Payment Provisions for the FY 2010-11 Agreement between the County of Monterey and the Action Council of Monterey County, Inc.

COUNTY:

By: [Signature] for Mike Derr
Contracts/Purchasing Officer

Date: 7-13-10

CONTRACTOR:

By: [Signature]
Executive Director

Date: 5/19/10

By: [Signature]
Chief Finance Officer

Date: 5/19/10

ENTERED
JUL 13 2010
CCC