

**AMENDMENT NO. 2  
TO AGREEMENT BETWEEN  
COUNTY OF MONTEREY AND WORKPLACE WELLNESS**

**THIS AMENDMENT** is made to the AGREEMENT for the provision of ergonomic analysis, training and consulting services for the office and industrial environments by and between **Sharon Hebert dba Workplace Wellness**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**WHEREAS**, the COUNTY and the CONTRACTOR entered into the original AGREEMENT on August 22, 2012, for a three-year period and a total not to exceed compensation amount of \$75,000; and

**WHEREAS**, the COUNTY and CONTRACTOR hereby amended the AGREEMENT by way of Amendment No. 1, to extend the term by one year through August 31, 2016 and increase the agreement by \$30,000, from \$75,000, for a total amount not to exceed the sum of \$105,000; and

**WHEREAS**, as part of the approval of Amendment No. 1, the Contracts/Purchasing Officer was authorized to execute extension of the AGREEMENT, provided the extensions were for no more than one year and further provided that the annual amount did not increase by more than 3%, or from \$30,000 per year to \$30,900 per year; and

**WHEREAS**, the COUNTY and CONTRACTOR hereby wish to amend the AGREEMENT by way of Amendment No. 2, to extend the term by one year through **August 31, 2017** and increase the agreement by \$30,900, from \$105,000, for a total amount not to exceed the sum of **\$135,900**.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. Section 3, "TERM OF AGREEMENT", Subsection 3.1, shall be amended by removing "The term of the AGREEMENT shall be effective September 1, 2012 through and including August 31, 2016, with the option to extend the AGREEMENT for one (1) additional year" and replacing it with "**The term of the AGREEMENT shall be effective September 1, 2012 through and including August 31, 2017.**"
2. Section 4, "COMPENSATION AND PAYMENTS", Subsection 4.1, shall be amended by increasing the AGREEMENT by \$30,900, from \$105,000, for a total amount not to exceed the sum of **\$135,900**.
3. 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.
4. A copy of the AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the COUNTY on August 22, 2012.

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

MONTEREY COUNTY

Debra Wilk  
Contracts/Purchasing Officer

Dated: May 25, 2016

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

Dated: 5-18-16

RISK MANAGEMENT  
Approved as to Liability Provisions:  
COUNTY OF MONTEREY  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE  
Risk Management

By: Aydia Schumaker  
Date: 6-9-16

Approved as to Form:  
Kay Beeman  
Deputy County Counsel

Dated: 5/18/16

CONTRACTOR

By: Sharon Hebert  
Signature of Chair, President, or  
Vice-President

Sharon Hebert, President  
Printed Name and Title

Dated: 5/10/16

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.