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**ORIGINAL**

#6062

**RENEWAL & AMENDMENT NO. 1  
TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MONTEREY COUNTY OFFICE OF EDUCATION  
AND  
MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU**

This **RENEWAL & AMENDMENT NO. 1** is made to the Memorandum of Understanding ("FY 2017-18 MOU") by and between the **County of Monterey**, on behalf of the **Monterey County Health Department, Behavioral Health Bureau**, hereinafter referred to as "COUNTY," and **Monterey County Office of Education**, hereinafter referred to as "MCOE."

**WHEREAS**, the COUNTY and MCOE entered into the FY 2017-18 MOU for the purpose of providing partial funding and consultation for the Positive Behavioral Intervention and Supports (PBIS) program implementation at schools within the South County Region of Monterey County in the amount of \$50,000 for the term August 1, 2017 to June 30, 2018;

**WHEREAS**, the COUNTY and MCOE entered into an earlier Memorandum of Understanding ("FY 2016-17 MOU") for the purpose of providing partial funding and consultation for the Positive Behavioral Intervention and Supports (PBIS) program implementation at schools within the South County Region of Monterey County in the amount of \$50,000 for the term August 1, 2016 to June 30, 2017;

**WHEREAS**, the COUNTY paid the \$50,000 due MCOE under the FY 2016-17 MOU with the \$50,000 encumbered by the FY 2017-18 MOU;

**WHEREAS**, the COUNTY has not paid the \$50,000 due and owing to MCOE pursuant to the terms of the FY 2017-18 MOU;

**WHEREAS**, the FY 2017-18 MOU expired pursuant to its term on June 30, 2018; and

**WHEREAS**, the COUNTY and MCOE now wish to renew and amend the FY 2017-18 MOU to extend the term of the agreement for an additional fiscal year through and including June 30, 2019, and to add \$50,000, for the sole purpose of paying to MCOE the \$50,000 committed in fiscal year 2017-2018.

**NOW THEREFORE**, the COUNTY and MCOE hereby agree to amend this FY 2017-18 MOU as follows:

1. The FY 2017-18 MOU is renewed retroactive to July 1, 2018, for a revised term of August 1, 2017 through June 30, 2019, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section IV. General Provisions, C. Term is deleted in its entirety and replaced with the following:

This Agreement shall commence August 1, 2017 and remain in full force and effect through June 30, 2019, unless sooner terminated as provided herein. Either party may terminate this MOU by giving thirty (30) days written notice to the other party. This MOU is contingent upon available funding, and may be renewed or renegotiated upon mutual written consent of both parties.

3. Section IV. General Provisions, D. Fiscal is deleted in its entirety and replaced with the following:

County shall serve as the fiscal agent for this MOU. MCOE shall provide services under this MOU, as defined in Exhibit A of this MOU. County shall reimburse MCOE to partially fund MCOE's South County Region PBIS program development, training, and infrastructure program costs using Realignment funds. The total funding for this agreement shall not exceed **\$100,000**.

<b>Fiscal Year</b>	<b>Funding Amount</b>
FY 2017-2018 *	\$50,000
FY 2018-2019 **	\$50,000
<b>TOTAL MAXIMUM LIABILITY</b>	<b>\$100,000</b>

\* FY 2016-17 amount to be paid in FY 2017-2018

\*\* FY 2017-18 amount to be paid in FY 2018-2019

MCOE shall submit a claim for reimbursement under this MOU on a semiannual basis not to exceed \$50,000 in total. Claims shall be submitted within fifteen (15) days after the end of the fall semester and spring semester, and within thirty (30) calendar days after the termination date of this MOU. All claims not submitted after fifteen (15) calendar days following the end of the spring semester, or thirty (30) days after termination date of this MOU shall not be subject to reimbursement by the County. Invoices shall be emailed to:

MCHDBHFinance@co.monterey.ca.us.

4. Except as provided herein, all remaining terms, conditions and provisions of this Memorandum of Understanding are unchanged and unaffected by this Renewal & Amendment No. 1 and shall remain in full force and effect.
5. A copy of this Renewal & Amendment No. 1 shall be attached to the original Memorandum of Understanding executed on July 31, 2017.

(The remainder of this page is left intentionally blank)

IN WITNESS WHEREOF, County and MCOE have executed this RENEWAL & AMENDMENT NO. 1 as of the day and year written below.

**MONTEREY COUNTY OFFICE OF EDUCATION**

Name \_\_\_\_\_  
Title: *G B* By: *Associate Supt*  
Date: *3-22-19* Signature of Authorized District Official

Name Garry Bousum  
Title: Associate Superintendent  
Date: \_\_\_\_\_ By: \_\_\_\_\_

Name Esther Rubio  
Title: Coordinator/Administrator By: *Esther Y. Rubio*  
Date: *3/12/19*

*Caryn Lewis*  
Caryn Lewis  
Assistant Superintendent  
Educational Services

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Elsa M. Jimenez, Director of Health  
Date: \_\_\_\_\_

Approved as to Form:  
By: *Stacy Della*  
Deputy County Counsel  
Date: *4/15/19*

Approved as to Fiscal Provisions  
By: *B Mason*  
Auditor/Controller's Office  
Date: *4/22/2019*

Approved as to Risk Provisions  
By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_