

**AMENDMENT NO. 5
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
UNITED WAY OF MONTEREY COUNTY**

THIS AMENDMENT NO. 5 to Agreement, No. A-15050 (“AGREEMENT”) for the provision of serving as the administrator of the COVID-19 Stipend Pilot program, is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), on behalf of Monterey County Health Department, and United Way of Monterey County (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on December 3, 2020, County and CONTRACTOR entered into AGREEMENT No. A-15050 in the amount of \$621,668 with a term of December 1, 2020 through December 31, 2020; and

WHEREAS, County and CONTRACTOR entered into AMENDMENT NO. 1 to said AGREEMENT to increase the total amount of the AGREEMENT to \$644,129 and extend the term of the AGREEMENT to June 30, 2021; and

WHEREAS, County and CONTRACTOR entered into AMENDMENT NO. 2 to said AGREEMENT to extend the term of the AGREEMENT through December 31, 2021; and

WHEREAS, County and CONTRACTOR entered into AMENDMENT NO. 3 to said AGREEMENT to extend the term of the AGREEMENT to April 30, 2022; and

WHEREAS, County and Contractor entered into AMENDMENT NO. 4 to said AGREEMENT to increase the maximum contract liability of AGREEMENT A-15050 by \$586,761 for a total not to exceed \$1,230,890.

WHEREAS, County and CONTRACTOR wish to amend AGREEMENT A-15050 due to County’s need for CONTRACTOR’S services; and

WHEREAS, County and CONTRACTOR wish to increase the maximum contract liability of AGREEMENT A-15050 by \$220,000 for an amount not to exceed \$1,450,890.

NOW THEREFORE, the County and CONTRACTOR hereby agree as follows:

1. Section 2.0, “PAYMENT PROVISIONS”, shall be amended by removing “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$1,230,890.” and replacing it with “the total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$1,450,890
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 5 shall continue in full force and effect as set forth in the AGREEMENT.
3. This AMENDMENT NO. 5 shall be effective upon execution.
4. A copy of this AMENDMENT NO. 5 shall be attached to the original AGREEMENT executed by the County on December 3, 2020.

United Way – Stipend Agmt
Term: 12/01/2020 – 4/30/2022
NTE:
\$1,450,890

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 5, as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

United Way of Monterey County

Contractor's Business Name*

Date: _____

By: _____
Department Head (if applicable)

By: DocuSigned by:
Katy Castagna, President

(Signature of Chair, President, or VicePresident)*

Date: _____

By: _____
Board of Supervisors (if applicable)

Katy Castagna, President

Name and Title

Date: _____

Date: 2/28/2022 | 1:52 PM PST

Approved as to Form _____

By: DocuSigned by:
Stacy Saetta Stacy Saetta

County Counsel Chief Deputy County Counsel

By: DocuSigned by:
Steve Emerson

Approved Secretary, CFO,
Treasurer or Asst. Treasurer)*

Date: 3/1/2022 | 10:15 PM PST

Steve Emerson Steve Emerson, Treasurer

Name and Title

Approved as to Fiscal Provisions² _____

By: DocuSigned by:
Burcu Mousa Burcu Mousa

Auditor/Controller

Date: 2/28/2022 | 3:40 PM PST

Date: 3/2/2022 | 3:03 PM PST

Approved as to Liability Provisions³ _____

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said 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 paragraphs 8 or 9 of Standard County

United Way – Stipend Agmt
Term: 12/01/2020 – 4/30/2022
NTE:
\$1,450,890