

**AMENDMENT #1 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY &
MGT OF AMERICA CONSULTING, LLC**

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of SB90 State-Mandate claiming services by and between **MGT of America Consulting, LLC**, 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 reflect the County’s exercise of the option to extend for up to two (2) additional years; and,

WHEREAS, the County and CONTRACTOR have negotiated the charges for services to remain static;

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 \$42,500.00” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$127,500.00.
2. **Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from **December 10, 2018 to June 30, 2019** unless sooner terminated pursuant to the terms of this Agreement”, **and replacing it with** “The term of this Agreement is from **December 10, 2018 to June 30, 2021** unless sooner terminated pursuant to the terms of this Agreement”.
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 this AMENDMENT shall be attached to the original AGREEMENT dated December 10, 2018.

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

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

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

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.