

**AMENDMENT No. 3
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
COMMUNITY FOUNDATION FOR MONTEREY COUNTY**

THIS AMENDMENT No. 3 is made to the COUNTY OF MONTEREY STANDARD AGREEMENT (“AGREEMENT”) for the provision of management and implementation of the Virus Integrated Distribution of Aid (VIDA) Project, formerly known as the Community Outreach and Education Pilot Project (“Pilot Project”), by and between **COMMUNITY FOUNDATION FOR MONTEREY COUNTY**, 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 entered into the AGREEMENT in the amount of \$4,989,651 with a term of January 1, 2021 through June 30, 2021;

WHEREAS, the County and CONTRACTOR entered into an Amendment No. 1 to the AGREEMENT, to extend the term of the AGREEMENT to September 30, 2021;

WHEREAS, the County and CONTRACTOR entered into an Amendment No. 2 to the AGREEMENT to extend the term of the AGREEMENT to March 31, 2022;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT due to County’s need for CONTRACTOR’s services; and

WHEREAS, County and CONTRACTOR wish to increase the maximum contract liability of AGREEMENT by \$ \$1,570,012 for an amount not to exceed \$6,559,663, extend the term through December 31, 2022 and replace section B.2 CONTRACTOR Deliverables and C.1.1 PAYMENT PROVISIONS in **Exhibit A, Purpose of Funding/Scope of Services/Payment Provisions**.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from **January 1, 2021 to June 30, 2021**, unless sooner terminated pursuant to the terms of this Agreement”, **and replacing it with** “The term of this Agreement is from **January 1, 2021 to December 31, 2022**, unless sooner terminated pursuant to the terms of this Agreement”.
2. **Section 14.0 NOTICES shall be amended by removing** “Nicholas E. Chiulos, Assistant County Administrative Officer, 168 West Alisal Street, third Floor, Salinas, CA 93901” **and replacing with** “Krista Hanni, Program Manager, 1270 Natividad Road, Salinas, CA 93906.”
3. **Section B.2, “SCOPE OF SERVICES” shall be replaced with following table of deliverables:**

Amendment to Agreement with COMMUNITY FOUNDATION FOR MONTEREY COUNTY for VIDA Project

Deliverables	Due Date	Estimated Cost
<p>CHW Project Partner Coordination</p> <ol style="list-style-type: none"> 1. Monthly data reports using co-developed metrics tracking the following categories: <ul style="list-style-type: none"> ▪ Number of CHWs onboarded and hired ▪ Number of people reached through outreach strategies ▪ Number of people served with quarantine support services ▪ Type of quarantine support provided ▪ Census tracts with lowest quartile HPI reached 2. Progress reports with Stories from the Field: outcomes from solutions to identified barriers and challenges 3. Progress reports on coordination of marketing and communication resources and supports dedicated to the CHW Pilot Project 4. Project finance report at the end of June and the end of September detailing expenditures of CBO grantees, reflective of the Board of Supervisors approved budget. 5. End of project finance report detailing expenditures of CBO grantees, reflective of the Board of Supervisors approved budget. 	<p>The 15th day of the following month (depending on project completion needs and activities)</p> <p>The 15th day of the following month</p> <p>The 15th day of the following month</p> <p>June 30, 2022 September 30, 2022</p> <p>January 31, 2023</p>	<p>\$6,559,663</p>
TOTAL:		\$6,559,663

4. **Section C “PAYMENT PROVISIONS”** shall be amended by removing “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$4,989,651 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’s compensation for services rendered shall be based on the following rates or in accordance with the following terms: Upon submission of progress reports, submit invoices for the periods listed below as follows: January 1, 2021 – June 30, 2021 = \$4,989,651.” and replacing it with “the total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$6,559,663 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’s compensation for services rendered shall be based on the following rates or in accordance with the following terms: Upon submission of progress reports, submit invoices for the periods listed below as follows: January 1, 2021 – December 31, 2022 = \$6,559,663”

Amendment to Agreement with COMMUNITY FOUNDATION FOR MONTEREY COUNTY for VIDA Project

5. 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.

6. A copy of this AMENDMENT shall be attached to the original AGREEMENT effective January 1, 2021.

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Amendment to Agreement with COMMUNITY FOUNDATION FOR MONTEREY COUNTY for VIDA Project

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

MONTEREY COUNTY

CONTRACTOR

Elsa Jimenez, MPH, Director of Health

DocuSigned by:
Dan Baldwin
By: _____
7838FAC10C6C4BE...
Signature of Chair, President, or
Vice-President

Dated: _____

Dan Baldwin, President CEO
Printed Name and Title

Approved as to Fiscal Provisions:
DocuSigned by:
Burcu Mousa Burcu Mousa

811C333563B9474...
Deputy Auditor/Controller Assistant Auditor-Controller

3/11/2022 | 10:53 AM PST
Dated: _____

Dated: 3/14/2022 | 3:53 PM PDT

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

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:
DocuSigned by:
Stacy Saetta Stacy Saetta

C0ECE1B09F444A9...
Deputy County Counsel Chief Deputy County Counsel

Approved as to form.

Dated: 3/11/2022 | 12:30 PM PST

*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.