

AMENDMENT #3 TO AGREEMENT A-13883

AMENDMENT #3 TO AGREEMENT A-13883 BY AND BETWEEN COUNTY OF MONTEREY & CENTRAL VALLEY TOXICOLOGY, INC.

THIS AMENDMENT is made to the AGREEMENT A-13883 for postmortem human forensic toxicology testing services for the Monterey County Sheriff's Office, by and between **CENTRAL VALLEY TOXICOLOGY, INC.**, 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 originally entered into this Agreement on July 1, 2018, with a Not to Exceed amount of \$160,000.00 and a term date ending June 30, 2020; and

WHEREAS, the County and CONTRACTOR amended this Agreement on June 6, 2019, by adding \$16,000.00 for a new Not to Exceed amount of \$176,000.00 and extended the agreement by two (2) years with a new term date ending June 30, 2021; and

WHEREAS, the County and CONTRACTOR amended this Agreement on March 23, 2021, by adding \$150,000.00 for a new Not to Exceed amount of \$326,000.00 and extending the agreement by one (1) year with end date of June 30, 2022; and

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT by adding \$85,000.00 for a new Not to Exceed amount of \$441,000.00 and extend the agreement by one (1) year with end date of June 30, 2023; and

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

1. Section 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 \$326,000.00*", and replacing it with, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$441,000.00.*"
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from 7/01/2018 to 6/30/2022*" and replacing it with, "*The term of this Agreement is from 7/01/2018 to 6/30/2023.*"
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 shall be attached to the original AGREEMENT executed by the County on July 1, 2018.

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

MONTEREY COUNTY

Central Valley Toxicology, Inc.

DocuSigned by:

Debra R. Wilson

7B741937AA0D41B...

Contracts/Purchasing Officer

Dated: 2/28/2022 | 8:46 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:

Burcu Mousa

811C333563B9474...

Deputy Auditor/Controller

Dated: 2/28/2022 | 6:23 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Im Grant

454AC3465FD4490...

Deputy County Counsel

Dated: 2/28/2022 | 9:05 AM PST

* By:

[Signature]

Signature of Chair, President, or Vice-President

* *[Signature]*

Printed Name and Title

* Dated:

2/24/2022

By:

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

Printed Name and Title

Dated:

County Board of Supervisors' Agreement Number: A-13883 .

*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.

Central Valley Toxicology, Inc.
Amount: \$441,000.00
Term: 07/01/2018 to 06/30/2023

TAXABLE YEAR

CALIFORNIA FORM

2021 Withholding Exemption Certificate**590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name

COUNTY OF MONTEREY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

Payee Information

Name

Central Valley Toxicology inc.

 SSN or ITIN FEIN CA Corp no. CA SOS file no.

77-0378505

Address (apt./ste., room, PO box, or PMB no.)

1580 Tollhouse RD.

City (If you have a foreign address, see instructions.)

Clovis

State ZIP code

CA 93611

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 Nonmilitary Spouse of a Military Servicemember:

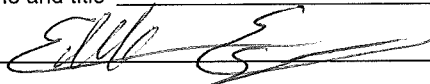
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for **1131**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Eduardo Espiritu, PresidentTelephone (559) 323-9940

✕ Payee's signature ▶

Date 2/24/2022

