

**RENEWAL AND AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE
COUNTY OF MONTEREY, FOR SERVICES AT
MONTEREY COUNTY HEALTH DEPARTMENT
AND
ARTS COUNCIL FOR MONTEREY COUNTY**

This RENEWAL AND AMENDMENT NO. 1 to AGREEMENT, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Arts Council for Monterey County, hereinafter referred to as “CONTRACTOR.”

WHEREAS, on January 31, 2019 the COUNTY and CONTRACTOR entered into AGREEMENT for the provision of services to present a broad representation of quality artwork from the local arts community to the public and to encourage a greater diversity of local youth, seniors, and other artists, for the term of February 1, 2019 to January 31, 2023, and in the amount of \$4,800; and

WHEREAS, the AGREEMENT expired by its terms on January 31, 2023; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effective date retroactive to February 1, 2023; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add \$10,000 and extend the term for an additional four (4) years, and replace Exhibit A.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT shall be, and hereby is, retroactively reinstated in its entirety as of February 1, 2023, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. **Section 2, “Payment Provisions”, shall be amended by removing**, “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$4,800”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$14,800”.
3. **Section 3.01, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this AGREEMENT is from **February 1, 2019 to January 31, 2023**, unless sooner terminated pursuant to the terms of this AGREEMENT. This AGREEMENT is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last, and CONTRACTOR may not commence work before COUNTY signs this AGREEMENT”, **and replacing it with** “The term of this AGREEMENT is from **February 1, 2019 to January 31, 2027**, unless sooner terminated pursuant to the terms

of this AGREEMENT. This AGREEMENT is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last, and CONTRACTOR may not commence work before COUNTY signs this Agreement”.

4. **Exhibit A, “Scope of Services/Payment Provisions”, shall be amended by removing Exhibit A of this agreement and replacing it with “Exhibit A-1”. All references in AGREEMENT to Exhibit A-1 shall be construed to refer to Exhibit A.**
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
6. A copy of this RENWAL AND AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County on January 31, 2019.
7. This RENEWAL AND AMENDMENT NO. 1 is effective as of February 1, 2023.

******* SIGNATURE PAGE TO FOLLOW *******

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Renewal and Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Arts Council For Monterey County

Date: _____

By: DocuSigned by:
Elsa Jimenez Elsa Jimenez
Department Head (if applicable)

By: DocuSigned by:
JM Atchison
(Signature of Chair, President, or Vice President)*

Date: 5/9/2023 | 12:33 PM PDT

Jacquie Atchison Executive Director/CEO

By: _____
Board of Supervisors (if applicable)

Name and Title

Date: 4/11/2023 | 12:19 PM PDT

Date: _____

Approved as to Form¹

By: DocuSigned by:
Stacy Saetta Stacy Saetta
C0ECE1B99F444A9...

By: DocuSigned by:
Laurie Bend
4053120D073144F...

County Counsel
Chief Deputy County Counsel.

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

Date: 4/17/2023 | 5:02 PM PDT

Laurie Bend Chair

Name and Title

Approved as to Fiscal Provisions²

By: DocuSigned by:
Jennifer Forsyth Jennifer Forsyth
4E7E657875456...
Auditor/Controller
Auditor-Controller Analyst II

Date: 3/31/2023 | 4:38 PM PDT

Date: 4/18/2023 | 8:52 AM PDT

*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 Agreement.

EXHIBIT A-1

**To Agreement by and between
County of Monterey, for services at Monterey County Health Department,
hereinafter referred to as “COUNTY”**

AND

Arts Council for Monterey County hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- A.2 During the term of the AGREEMENT, February 1, 2019 through January 31, 2027, CONTRACTOR will provide annual art exhibition services in compliance with the County Facilities Art Exhibition Policy. CONTRACTOR will coordinate selection and exhibition of artwork with the County Facilities Arts Policy Task Force (CFAPTF), Resource Management Agency (RMA), Deputy Director of Public Works, Parks and Facilities or his/her designee and the County Director of Health or his/her designee, as necessary.
- A.3 CONTRACTOR shall submit a formal schedule for the rotation of artwork exhibits each fiscal year at the Health location, 1270 Natividad Road, Salinas, CA. This document will be sent to the Director of Health after approval by the CFAPTF and the Deputy Director of RMA.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **\$2,500** annually for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

Invoice shall be included each year with the submission of the formal rotation schedule.

There shall be no travel reimbursement allowed during this AGREEMENT.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the Agreement, etc.

Invoices may be mailed to: Monterey County Health Department
Administration Bureau/Krista Hanni (PEP)
1270 Natividad Road
Salinas, CA 93906

Invoices should be emailed directly to: hdadminfinance@co.monterey.ca.us
Cc: hannikd@co.monterey.ca.us

Invoices shall:

- a. Be prepared on CONTRACTOR letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b. Bear the CONTRACTOR's name as shown on the agreement.
- c. Identify the billing and/or performance period covered by the invoice.
- d. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by COUNTY.

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors