

## AMENDMENT #1 TO AGREEMENT

### AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & MARK RISPOLI, DBA MAKOR K9

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of canine and handler training for narcotics, explosives and patrol canines, by and between **MARK RISPOLI, DBA MAKOR K9**, 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 two (2) additional years; and

**WHEREAS**, the County and CONTRACTOR wish to further amend the AGREEMENT to increase the amount of the agreement to allow for reimbursement of the extended time period of contract;

**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 \$23,000" and replacing it with, "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$78,000".
2. Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing, "The term of this Agreement is from April 5, 2016 to April 4, 2017" and replacing it with, "The term of this Agreement is from April 5, 2016 to April 4, 2019, unless sooner terminated pursuant to the terms of this Agreement".
3. EXHIBIT A - Scope of Services shall be amended by adding modifying services as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
4. EXHIBIT C- Workers' Compensation Justification shall be added to the Agreement.
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 dated April 5, 2016.

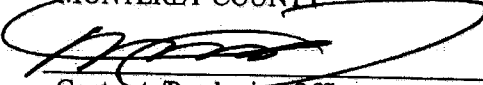
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Mark Rispoli, DBA Makor K9  
Amount: \$78,000.00  
Term: 04/05/2016 to 04/04/2019

**AMENDMENT #1 TO AGREEMENT**

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

MONTEREY COUNTY

  
\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: 5-9-17

Approved as to Fiscal Provisions:

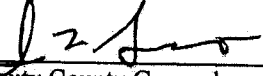
  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 5/5/17

Approved as to Liability Provisions:

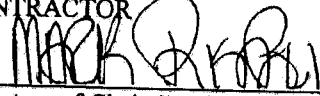
Risk Management  
\_\_\_\_\_  
Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Deputy County Counsel


Dated: 5/4/2017

CONTRACTOR

By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

MARK RISPOLI COUNSEL  
\_\_\_\_\_  
Printed Name and Title

Dated: 4-24-2017

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

MARK RISPOLI / MARK KOKY  
\_\_\_\_\_  
Printed Name and Title

Dated: 4-24-2017

\*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.

Mark Rispoli, DBA Makor K9  
Amount: \$78,000.00  
Term: 04/05/2016 to 04/04/2019

**EXHIBIT-A-1**

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**EXHIBIT-A-1**

To Agreement by and between  
Monterey County Sheriff's Office, hereinafter referred to as "County"  
Mark Rispoli, DBA Makor K9, 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:

Provide monthly continuing Patrol/Narcotics/Explosive Training, which meets or exceeds the Peace Officer Standards and Training (POST) Law Enforcement K-9 guidelines (attached as Exhibit B to this agreement), for canine teams.

For the purposes of this agreement, the term "Canine Team" is defined as one (1) canine and one (1) deputy. All trainings are to be arranged via the Special Operations Sergeant in charge of Canines, and shall be provided in or about Monterey County, California. Training location must be deemed acceptable to the Special Operations Sergeant.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$78,000 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:

**Patrol Canine Teams:**

One (1) day per month for One (1) to Five (5) Patrol Canine teams

Cost: \$998.00 total for 1-5 teams

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Mark Rispoli, DBA Makor K9  
Total Amount: \$78,000  
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## EXHIBIT-A-1

### Detection Canine Teams

One (1) day per month for One (1) to Five (5) Narcotics detection canine teams  
One (1) day per month for One (1) Explosive Detection canine team

Cost: \$1272. Total for 1-5 Narcotics detection canine teams and  
For 1 Explosive detection canine team

If the explosive detection team cannot attend the training due to illness/incapacitation of canine or handler, the monthly fee shall either be reduced OR an additional session shall be provided to the explosive detection canine team at no cost to the County.

Cancellation of Classes: If a pre-arranged class must be cancelled due to emergency circumstances on the part of the CONTRACTOR, another session shall be provided for that group of canine teams, at no cost to the County. This replacement training must be provided to County within the term of this contract.

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

Invoices shall be presented monthly to the County. The invoice shall be emailed to: [MCSOSheriff.Fiscal@co.monterey.ca.us](mailto:MCSOSheriff.Fiscal@co.monterey.ca.us). All invoices shall display the following information:

- a. Date of Service
- b. Purchase Document number, as issued by County
- c. Canine teams in attendance
- d. Type of training provided
- e. Name of the trainer providing training
- f. Location of the training site
- g. Cost of each type of training (Patrol, Detection)

For any services rendered in June of any year, CONTRACTOR must present invoice to County by July 15<sup>th</sup>, to facilitate County's year end close processes.

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.

Mark Rispoli, DBA Makor K9  
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## EXHIBIT-A-1

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No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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.

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Mark Rispoli, DBA Makor K9  
Total Amount: \$78,000  
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**EXHIBIT C**

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**EXHIBIT-C**

**To Agreement by and between  
Monterey County Sheriff's Office, hereinafter referred to as "County"**

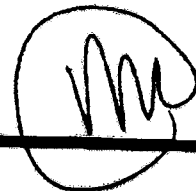
**AND**

**Mark Rispoli, DBA Makor K9, hereinafter referred to as "CONTRACTOR"**

**Workers Compensation Justification**

At the time of execution of this agreement, CONTRACTOR does not have employees, only partners, and therefore does not carry a Workers' Compensation Insurance Coverage. Should CONTRACTOR hire employees during the term of this Agreement, Contractor shall comply with County's insurance requirements pertaining to Workers' Compensation as described in Section 9.0 of this agreement.

Rev. C/P 022613



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**Mark Rispoli, DBA Makor K9  
Amount: \$78,000.00  
Term: 04/06/2016 to 04/05/2019**