



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No. A-14469, Amendment No. 1

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

- a. Approve and authorize the Auditor-Controller to execute Amendment No. 1 with MGT of America Consulting, LLC, for State-Mandated Programs' cost claiming services adding \$85,000 for revised total of \$127,500 and extending the term for an additional two years from December 10, 2018 to June 30, 2021; and
- b. Approve and authorize the Auditor-Controller to execute three (3) future amendments that do not exceed a five percent (5%) or a \$2,125 increase of the original Agreement amount and do not significantly alter the scope of services.

PASSED AND ADOPTED on this 23rd day of July 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

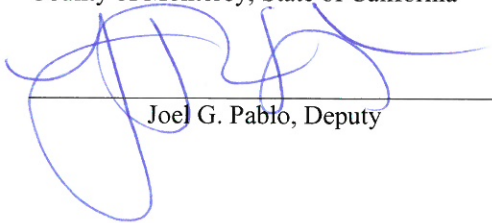
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 23, 2019.

Dated: July 23, 2019
File ID: 19-0569

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Pablo, Deputy

**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

Debra Wile
Contracts/Purchasing Officer

Dated: 8/1/19

Approved as to Fiscal Provisions:

[Signature]
Deputy Auditor/Controller

Dated: 7/30/19

Approved as to Liability Provisions:

N/A
Risk Management

Dated:

Approved as to Form:

[Signature]
Deputy County Counsel

Dated: 7/30/19

CONTRACTOR

By: [Signature]
Signature of Chair, President, or
Vice-President

TREY TRAVERSA CEO
Printed Name and Title

Dated: 7-24-19

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

J. Bradley Burgess, Executive Vice President
Printed Name and Title

Dated: 7-24-19

*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.