

AMENDMENT No. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ACTION COUNCIL OF MONTEREY COUNTY, INC.

THIS AMENDMENT is made to the AGREEMENT, No. A-12969, for community educational management services by and between Action Council of Monterey County, 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 entered into AGREEMENT A-12969 with a start date of October 1, 2015 and for a total not to exceed of \$250,000;

WHEREAS, the County and CONTRACTOR entered into AMENDMENT No. 1 to extend the term of AGREEMENT for one (1) additional year without increasing the maximum liability of the AGREEMENT;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total liability under the AGREEMENT;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of AGREEMENT for one (1) additional year.

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** "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$250,000", **and replacing it with** "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in the Agreement. The Total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$275,000".
2. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from **October 1, 2015 to June 30, 2018**, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with** "The term of this Agreement is from **October 1, 2015 to June 30, 2020**, unless sooner terminated pursuant to the terms of this Agreement".
3. Exhibit A is replaced with Exhibit A-1. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the County on November 16, 2015.

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

MONTEREY COUNTY

[Handwritten Signature]

Contracts/Purchasing Officer

Dated: 5-1-19

Approved as to Fiscal Provisions:

[Handwritten Signature]

Deputy Auditor/Controller

Dated: 4/29/19

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

[Handwritten Signature]

Deputy County Counsel

Dated: 4/26/19

[Handwritten Signature]

Director of Health

Dated: 05/02/2019

CONTRACTOR

[Handwritten Signature]

By: _____
Signature of Chair, President, or
Vice-President

Larry Imwalle, Executive Director
Printed Name and Title

Dated: 4/3/19

[Handwritten Signature]

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

David Bahr, Asst. Dir.
Printed Name and Title

Dated: 4/3/19

*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.

EXHIBIT A-1
SCOPE OF SERVICES/PAYMENT PROVISIONS

Scope of Services:

Objective: The Action Council of Monterey County, Inc., (hereinafter "CONTRACTOR") shall provide community educational management services, which may include subcontracting with professionals to perform specialized services; purchase equipment; obtain venues for trainings/conferences; and provide other services as requested by the Director of Health or Assistant Director of Health.

Due to the nature of this Agreement, it is not possible to list all services that will be necessary to implement for the Department of Health under the auspices of the Administration Bureau. Services may be warranted as additional state and federal funding becomes available and the Bureau's Programs re-work their anticipated scopes of services in order to better serve the community and the County's professionals through additional conferences/trainings on relevant topics and events.

Responsibilities:

- County will provide CONTRACTOR with a detailed description of services and payment provisions that are required for each subcontract. If travel expenses are included in the subcontract(s), reimbursement will be per the County of Monterey Travel Policy and shall be stated in each Agreement.
- CONTRACTOR will provide County with a fully executed Agreement detailing the subcontractor's scope of services/payment provisions as authorized by the County.

Payment Provisions:

- County does not guarantee that the total amount of \$275,000 for this Agreement will be paid to Contractor.
- The Contractor shall not process payment for a subcontractor's invoice until the County has approved the invoice.
- All invoices for reimbursement by County to CONTRACTOR shall include a fifteen percent (15%) Administrative Fee calculated on the total amount of each invoice.
- Invoices submitted by the CONTRACTOR to the County shall be in a form acceptable to County. The Health Department shall certify the invoice(s) and promptly submit the invoice(s) to the County Auditor-Controller. The Auditor-Controller shall process the invoice for payment within 30 days of receiving the invoice from the Health Department. CONTRACTOR shall pay their subcontractors within 5 days of receipt of payment from County.
- The total amount of this Agreement shall not exceed \$275,000.

Action Council of Monterey County, Inc.
September 1, 2015 - June 30, 2020
\$275,000

- All correspondence with County shall be directed to:

Monterey County Health Department
Administration Bureau
Frances Stevens, Management Analyst
1270 Natividad Road
Salinas, CA 93906
Telephone: 831-755-4532
Email: stevensf@co.monterey.ca.us

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