

**AMENDMENT NO. 4
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF MONTEREY
AND THE
ACTION COUNCIL OF MONTEREY COUNTY INC.**

THIS AMENDMENT NO. 4 to Professional Services Agreement #A-11745 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 the Action Council of Monterey County Inc., hereinafter referred to as (“Contractor”) that became effective on July 1, 2010 (the “Agreement”) is hereby entered into between the County and the Contractor.

RECITALS:

WHEREAS, County and Contractor entered into Agreement #A-11745 on July 1, 2010, in the amount of \$250,000, for the provision of community educational management services, and contracting for specialized services for the Monterey County Health Department. Approved by the Board of Supervisors on June 29, 2010; and

WHEREAS, Amendment No. 1 increased the total amount of the Agreement by \$350,000 for a revised total amount of \$600,000; extended the term by one year, July 1, 2010 through June 30, 2012; and revised Exhibit A, Scope of Services/Payment Provisions. Approved by the Board of Supervisors on March 22, 2011; and

WHEREAS, Amendment No. 2 extended the Agreement by one year, July 1, 2010 through June 30, 2013. By authority given by the Board of Supervisors, the County’s Contracts/Purchasing Officer approved the extension of the Agreement on June 1, 2012; and

WHEREAS, Amendment No. 3 extended the Agreement through June 30, 2015; increased the amount by \$150,000 for a revised total amount not to exceed \$750,000; and revised Exhibit A.1 to reflect the additional added funding. Approved by the Board of Supervisors on May 22, 2013; and

WHEREAS, this Amendment No. 4 increases the amount by \$200,000 for a revised total amount not to exceed \$950,000; and revises Exhibit A.2 to reflect the change.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Amend “Payments by County”, second sentence to read as follows: The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$950,000.
2. Exhibit A.3 replaces Exhibit A.2, Scope of Services/Payment Provisions.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 4 to Agreement A-11745 as of the day and year last written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Action Council of Monterey County, Inc.
Date: _____	Contractor's Business Name* _____
By: _____ Department Head (if applicable)	By: <u>Patricia L. Herro</u> (Signature of Chair, President, or Vice-President)*
Date: _____	<u>Patricia L. Herro - Chair</u> Name and Title
By: _____ Board of Supervisors (if applicable)	Date: <u>May 13, 2014</u>
Date: _____	
Approved as to Form ¹	
By: <u>Stan Jantz</u> County Counsel Deputy	By: <u>Wendy LaRiviere</u> (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date: <u>5/22/14</u>	<u>Wendy LaRiviere, Treasurer</u> Name and Title
Approved as to Fiscal Provisions ²	Date: <u>May 13, 2014</u>
By: _____ Auditor/Controller	
Date: <u>5-22-14</u>	
Approved as to Liability Provisions ³	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number: A-11745

*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.3
Scope of Services/Payment Provisions

Amendment No. 4 to the
Professional Services Agreement
Between the
County of Monterey
And the
Action Council of Monterey County Inc.

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 designee and/or Health Officer. An example of a specialized service may involve the necessity to enter into emergency subcontracts due to a pandemic outbreak or other health threats to the residents of Monterey County.

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. As stated above, county emergencies or preparation for such events may warrant the need to enter into Agreements with individuals/businesses that can provide these services when required. Non-emergency services may be warranted as additional state and federal funding becomes available and the Public Health 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 \$950,000 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 ten percent (10%) 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. The CONTRACTOR shall pay their Subcontractors within 5 days of receipt of payment from County.
- The total amount of this Agreement shall not exceed \$950,000.
- All correspondence with County shall be directed to:

Monterey County Health Department
Public Health Administrative Unit
Kathy Robinson, Management Analyst II
1270 Natividad Road
Salinas, CA 93906
Telephone: 831-796-1286
Email: robinsonk@co.monterey.ca.us