

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF MONTEREY
AND
GOODWILL INDUSTRIES**

THIS AMENDMENT NO. 1 to the Professional Services Agreement (“Agreement”) dated June 26, 2012, is made and entered into by and between Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo, a California Nonprofit Corporation, dba Shoreline Workforce Development Services, hereinafter referred to as “Contractor”, and the County of Monterey, hereinafter referred to as “County.” For purposes of reference, the date of this Amendment No. 1 is August 28, 2012.

WHEREAS, the County and Contractor have heretofore entered into an Agreement dated June 26, 2012 with a term to expire June 30, 2013, to provide core, intensive, training and supportive services to Workforce Investment Act (WIA) Title I eligible adults for a total contract cost not to exceed \$359,993; and

WHEREAS, the original Agreement was based on the parties’ expectation that the WIA contract would be completed in one year and provide workforce services to WIA eligible adults; and

WHEREAS, after the execution of the WIA contract, the County received notice that it had received a grant award in the amount of \$999,847 from the State of California Employment Development Department for ‘25 Percent Governor’s Additional Assistance Dislocated Worker’ funding for specific Manufacturing and Banking displaced workers. This grant award included a provision for services for an additional 80 affected workers, core and intensive training and 35 participants, on-the-job training and individual training accounts, with completion of the program grant during the time period of August 1, 2012 to June 30, 2013; and

WHEREAS, the parties desire to amend the Agreement to include services for these Additional Dislocated Workers pursuant to the terms of the grant and increase payment to Contractor by \$359,993 for a new total contract amount not to exceed \$654,833 for payment to the Contractor for all services provided under the amended Agreement;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in Agreement dated June 26, 2012, the parties agree as follows:

- A. Paragraph 2 of the Agreement is struck, amended, and replaced in its entirety and amended to read:
“2. PAYMENTS BY COUNTY. 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 **\$654,833**. **Performance by CONTRACTOR pursuant to the Scope of Work attached hereto as Exhibit A shall not exceed \$359,993, and shall be in accordance**

with the Line Item Budget set forth in Exhibit B. Performance by CONTRACTOR pursuant to the Scope of Work attached as Exhibit A-1 shall not exceed \$359,993, and shall be in accordance with the Line Item Budget set forth in Exhibit B-1.”

B. Paragraph 4 of the Agreement is struck, amended and replaced in its entirety to read as follows:

“ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit A-1 Scope of Services/Payment Provisions for Additional Dislocated Workers

Exhibit B Line Item Budget

Exhibit B-1 Line Item budget for Additional Dislocated Workers

Exhibit C Performance & Enrollment Goals

Exhibit C-1 Performance & Enrollment Goals for Additional Dislocated Workers

Exhibit D Other Terms and Conditions

Exhibit E WIA General Assurances

Exhibit F Lobbying Certification

Exhibit G Drug Free Workplace Certification

Exhibit H Debarment Certification

Exhibit I Nondiscrimination Assurance

C. Paragraph 14, Notices shall amend and replace the name and phone number of the County’s contact to read as follows; “Economic Development Director” and “831- [796-6434]”.

D. Exhibit A-1, B1, and C-1, as attached to this Amendment No. 1 shall be incorporated into the Agreement.

E. Except as herein stated all terms, provisions and exhibits of original Agreement are to remain in full force and effect.

F. A copy of this Amendment No. 1 shall be attached to Professional Services Agreement dated June 26, 2012.

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IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 1 to Professional Services Agreement dated June 26, 2012, as of the day and year last written below:


**COUNTY OF MONTEREY
BOARD OF SUPERVISORS**

By: _____

Print Name

Date: _____

APPROVED AS TO FORM:

By: 

Senior Deputy County Counsel

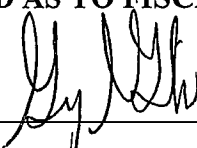
Date: 8-14-12

APPROVED AS TO LIABILITY PROVISIONS:

By: _____
Risk Management

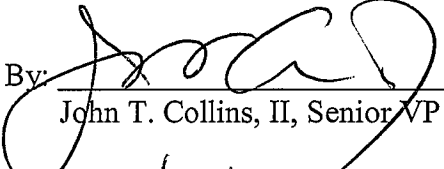
Date: _____

APPROVED AS TO FISCAL PROVISIONS:

By: 

Date: 8-14-12

GOODWILL INDUSTRIES

By: 

John T. Collins, II, Senior VP

Date: 8/9/12

By: 

Nicholas Andrews, Director of Finance

Date: 8/9/12