

**AMENDMENT #1 TO RFP-10614 AGREEMENT A-13773 BY AND BETWEEN
COUNTY OF MONTEREY & PRISON MINISTRY OF AMERICA**

THIS AMENDMENT is made to the AGREEMENT for Religious Services for the Monterey County Jail for the Monterey County Sheriff's Office by and between **PRISON MINISTRY OF AMERICA**, 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 originally entered into this Agreement on November 8, 2017, with a not to exceed amount of \$234,086.00 and a term date ending November 7, 2020; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by adding \$80,580.50 for a new not to exceed amount of \$314,666.50 and extend the term of AGREEMENT by one (1) year with a new ending date of November 7, 2021.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3., "TERM OF AGREEMENT" shall be replaced with, *"the signing of the AGREEMENT through and including November 7, 2021, with the option to extend the AGREEMENT for one (1) additional one (1) year period."*
2. \$80,580.50 is added, for a new not to exceed amount of \$314,666.50.
3. ATTACHMENTS – Exhibit A-1 and Attachment A-1 are added per Amendment #1 attached hereto. All Exhibits remain unchanged and are not attached.
4. 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.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 15, 2017.

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

MONTEREY COUNTY

DocuSigned by:

Debra Wilson, Contracts/Purchasing Supervisor

Contracts/Purchasing Officer

Dated: 11/20/2020 | 9:00 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:

Gary Giboney

Deputy Auditor/Controller

Dated: 10/30/2020 | 1:10 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Im Grant

Deputy County Counsel

Dated: 10/30/2020 | 12:50 PM PDT

Prison Ministry of America

By:

Signature of Chair, President, or
Vice-President

Mark Maciel, Executive Director

Printed Name and Title

Dated: October 27, 2020

By:

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

Printed Name and Title

Dated:

County Board of Supervisors' Agreement Number: _____.

*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.

Prison Ministry of America

Cost: \$314,666.50

Term: 11/8/2017 to 11/7/2021

EXHIBIT A-1

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Prison Ministry of America, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES – Exhibit A, B and C shall remain in effect. Exhibit A-1 and Attachment are added.

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, in accordance with the manual attached to this document as Exhibit B and Request for Proposals documents, attached as Exhibit C.

The Corrections Bureau, Program Manager is the contract manager for services provided under this contract.

A.2 Reports – Please see Exhibit A

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$314,666.50 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:

Fiscal Year 20-21	November 8, 2020 – June 30, 2021	\$50,692.25
Fiscal Year 21-22	July 1, 2021 – November 7, 2021	\$29,888.25

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

Contractor shall reimburse County for all costs of Contractor's employee background clearances done by County. Costs of all backgrounds done on volunteers shall be paid by the County.

County shall not reimburse of any purchases or expenses made in excess of Annual Amount. This is an all-inclusive amount per year.

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

Invoicing shall occur monthly. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

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.

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.