

**AMENDMENT #1 TO STANDARD AGREEMENT
COUNTY OF MONTEREY
&
CERTIFIED EMPLOYMENT SERVICE UNLIMITED, INC.**

THIS AMENDMENT #1 is made to the AGREEMENT for temporary employment services of required track workers at Weathertech Raceway Laguna Seca by and between **Certified Employment Service Unlimited, 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 wish to amend the AGREEMENT to increase the total amount of the AGREEMENT and change the term beginning date of the agreement to 10/1/2019.

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

1. Section 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 : \$100,000.00.*" and replacing it with "*County shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A1, 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 : \$550,000.00*"
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing "*The term of this Agreement is from January 1, 2020 to December 31, 2020....*" and replacing it with "*The term of this Agreement is from October 1, 2019 to December 31, 2020....*"
3. EXHIBIT A – Scope of Services shall be amended by increasing the not to exceed amount identified within section 1.10 Compensation/Payment to \$550,000.00 as per EXHIBIT A1 revised per Amendment #1 attached hereto.
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 December 20, 2019.

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

COUNTY OF MONTEREY

By: _____
Date: _____
By: Contracts/Purchasing Officer
Date: 1-9-2020
Department Head (if applicable)
By: _____
Date: _____
Board of Supervisors (if applicable)

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel
By: Marlene Pantelensk
Deputy County Counsel
Date: 1/8/2020

Approved as to Fiscal Provisions
By: _____
Auditor/Controller
Date: 1/8/2020

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager
By: _____
Risk Management
Date: _____

CONTRACTOR

By: Certified Employment Service Unlimited Inc.
Contractor's Business Name *

By: _____
(Signature of Chair, President, or Vice-President) *
Jeffrey K. Egan, President
Name and Title
Date: 1/7/20

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Date: Hwi LING LUK, CFO
Name and Title
1/7/20

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹ Approval by County Counsel is required
² Approval by Auditor-Controller is required

EXHIBIT A1 SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as "COUNTY"
AND
Certified Employment Group, hereinafter referred to as "CONTRACTOR"**

1.0 SCOPE OF SERVICES:

1.1 COUNTY RESPONSIBILITIES

- 1.1.1 County shall provide CONTRACTOR with a list of authorized County contacts authorized to place staffing requests with the CONTRACTOR.
- 1.1.2 County shall notify CONTRACTOR of any special requirements for any assignment.
- 1.1.3 County shall pay CONTRACTOR at the rates listed in section 1.10 **Compensation/Payment** listed below. This price schedule shall remain firm for the initial term of the Agreement.
- 1.1.4 Authorized County representative requesting temporary employment services shall authorize and approve all time cards.

1.2 CONTRACTOR RESPONSIBILITIES

- 1.2.1 CONTRACTOR shall be responsible for conforming to all applicable Federal and State labor laws and regulations.
- 1.2.2 CONTRACTOR agrees to honor requests or extensions for temporary employment services only from County authorized contacts.
- 1.2.3 Failure to comply with this procedure may result in non-payment.
- 1.2.4 CONTRACTOR shall not charge for unsatisfactory performance of temporary employees as determined by the County, provided that the County notified CONTRACTOR within four (4) hours after service has begun for the assignment.
- 1.2.5 CONTRACTOR shall be responsible for paying employees for regular and premium or overtime hourly rates.

- 1.2.6 CONTRACTOR agrees that neither the CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County for employment compensation, Workers' Compensation, unemployment compensation or insurance, vacation pay sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.
- 1.2.7 It will be expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR or any of CONTRACTOR's employees shall be construed to make or render CONTRACTOR or any CONTRACTOR's employees, the agent, employee or servant of the County.
- 1.2.8 It is expressly agreed by the parties hereto that County is not liable for CONTRACTOR employees under the Affordable Care Act.
- 1.2.9 CONTRACTOR and its employees shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with the temporary employment services associated with this Agreement.
- 1.2.10 In this connection, the term "*privileged information*" includes, but is not limited to, unpublished information relating to technological development, land use, property owners, claims and litigations, and knowledge of selections of future contractors.
- 1.2.11 CONTRACTOR and its employees shall not offer gifts, gratuity, favors, or entertainment directly or indirectly to County employees.

1.3 RESPONSE TIMES

- 1.3.1 CONTRACTOR shall respond to a request for temporary services from the authorized County representative within two (2) business hours indicating whether CONTRACTOR can find a qualified skilled employee.
- 1.3.2 If an employee is available, CONTRACTOR shall send the employee within a four (4) business hours' time frame. This requirement can be adjusted by mutual agreement between the CONTRACTOR and the individual County department authorized contact person on a case-by-case basis.

NOTE: The normal County business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST.

1.4 CONTRACTOR INVOICING REQUIREMENT

- 1.4.1 CONTRACTOR shall provide to each applicable County department, an invoice for services rendered showing the County department in which services were performed, the County Purchase Order Number (specific to each department), the position filled and a copy of the time card for each employee of the CONTRACTOR.

1.5 CONTRACTOR REPORTING REQUIREMENT

- 1.5.1 Upon designating a CONTRACTOR employee reporting to provide services to the County, the CONTRACTOR shall provide County a minimum of two electronic copies of a report. The report shall be in an Excel spreadsheet format and shall include the following:

- 1.5.1.1 Name of each assigned temporary employee
- 1.5.1.2 Last four digits of the employee's Social Security Number
- 1.5.1.3 Current Job Classification
- 1.5.1.4 Department Unit of the current assignment
- 1.5.1.5 Start date of current assignment
- 1.5.1.6 Bill Rate
- 1.5.1.7 Pay Rate

- 1.5.2 CONTRACTOR shall provide County a minimum of two electronic copies of a monthly activity report by the 10th of each month. The report shall be in an Excel spreadsheet format and shall include the following:

- 1.5.2.1 Name of each assigned temporary employee
- 1.5.2.2 Last four digits of the employee's Social Security Number
- 1.5.2.3 Current Job Classification
- 1.5.2.4 Department Unit of the current assignment
- 1.5.2.5 Start date of current assignment
- 1.5.2.6 Hours worked by employee in the report month
- 1.5.2.7 Cumulative hours worked for County by employee for the applicable fiscal year
- 1.5.2.8 Bill Rate
- 1.5.2.9 Pay Rate

1.5.3 Copies of the report described in 1.5.2, above, shall be delivered to the following:

The County of Monterey
Attn: Contracts/Purchasing Officer
1488 Schilling Place
Salinas, CA 93901
Email: derrm@co.monterey.ca.us

1.5.4 Any reports, data, or other information, given to, prepared by or assembled by CONTRACTOR which the County requests, shall be kept confidential and shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the County.

1.6 CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

1.6.1 CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.

1.6.2 CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.

1.6.3 The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.

1.6.4 The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.

1.6.5 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.

1.6.6 The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

1.7 TEMPORARY EMPLOYMENT ASSIGNMENT

1.7.1 CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with the County. CONTRACTOR shall notify County when an individual employee's hours working for the County are approaching 650 hours in a fiscal year (7/1-6/30).

1.7.2 CONTRACTOR shall notify the following:

1.7.2.1 The County representative located at the Track

1.7.2.2 The County Contracts/Purchasing Officer:

The County of Monterey
Attn: Contracts/Purchasing Officer
1488 Schilling Place
Salinas, CA 93901
Email: derm@co.monterey.ca.us

1.7.3 An employee of the CONTRACTOR shall not be assigned to work at the County for more than 720 hours in a fiscal year.

1.7.4 County shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.

1.8 COMPENSATION AND PAYMENTS

1.8.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with section 1.10 Compensation/Payment listed below.

1.8.2 Prices shall remain firm for the initial term of this AGREEMENT. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

1.8.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

- 1.8.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later.
- 1.8.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing, in accordance with Section 1.8.3.
- 1.8.6 Tax:

1.8.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
1.8.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

1.9 INVOICES AND PURCHASE ORDERS

- 1.9.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to:

County of Monterey
Attn: Lavonne Chitt, Special Events Manager
168 West Alisal Street, 3rd Floor
Salinas, CA 93901
Email: chinl@co.monterey.ca.us

1.9.2 CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

1.9.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

1.9.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

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1.10 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$550,000.00 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:

Course Marshal	Pay Rate – Hourly	Bill Rate - Hourly
Standard Rate	\$18.75	\$25.31
*Overtime	\$28.13	\$37.97
*Double Time	\$37.50	\$50.62

1.11 JOB DESCRIPTION

Course Marshal Duties: Provide safe, effective, and timely course control during track events/rentals. Reports directly to the Track Rental Supervisor

- Observing within area of responsibility-cars, drivers, media, spectators, safety equipment, barriers, track condition, etc.-for any unusual or improper condition that may affect the safe conduct of track activity, providing feedback to Starter/Race Control.
- Communicating with drivers using flags, hand signals, or other means, of any change in course condition, mechanical status of vehicles, penalties, or other information at the direction of Starter/Race Control.
- Relaying received information/instructions to affected personnel, including emergency vehicle crew, drivers, and/or other participants.
- Activating electronic LED flagging system for the individual station.

*****END EXHIBIT – A1*****