

**AMENDMENT NO. 1
TO AGREEMENT NO. A-16863
BETWEEN COUNTY OF MONTEREY AND
SHARP CIRCLE, INC.**

THIS AMENDMENT NO. 1 to Agreement No. A-16863 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and **Sharp Circle, Inc.** (hereinafter, “CONTRACTOR”) is hereby entered into between the County and CONTRACTOR (collectively, “the Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Agreement No. A-16863 with the County on May 17, 2024 (hereinafter, “Agreement”) to provide the Life Ownership Program and mentoring services to promote and support successful reentry of youth into the community (hereinafter, “services”) through June 30, 2025, for an amount not to exceed \$60,000; and

WHEREAS, the County would like CONTRACTOR to provide services to additional participants at the Juvenile Hall and Youth Center facilities; and

WHEREAS, the Scope of Services requires an update to increase the number of participants from five (5) program participants to a maximum of eight (8) program participants and to include the Youth Center as an additional service location; and

WHEREAS, additional funding is necessary to support the updated Scope; and

WHEREAS, the Parties wish to amend the Agreement to update the Scope of Services and to increase the Agreement’s amount by \$36,000 for a total not to exceed amount of \$96,000 with no change to the Agreement term ending June 30, 2025, to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend the first sentence of Section 1.0 “General Description”, to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-1** in conformity with the terms of this Agreement.

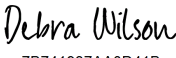
2. Amend Paragraph 2.1 of Section 2.0, “Payment Provisions”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, 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 \$96,000.

3. Amend Section 4.0, "Scope of Services and Additional Provisions" to delete Exhibit A – Scope of Services/Payment Provisions and add Exhibit A-1 – Scope of Services/Payment Provisions.
4. In all places within the Agreement, any reference to Exhibit A – Scope of Services/Payment Provisions is replaced with Exhibit A-1 – Scope of Services/Payment Provisions.
5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.


IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by:

 7B741937AA0D41B...
 Contracts/Purchasing Officer

Date: 11/21/2024

Approved as to Fiscal Provisions:

By: DocuSigned by:

 C79FC4557A64E8...
Auditor/Controller

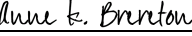
Date: 10/30/2024

Approved as to Liability Provisions:

By:
Risk Management**

Date:

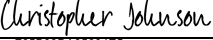
Approved as to Form:
 Office of the County Counsel
 Susan K. Blitch, County Counsel

By: Signed by:

 07028773AA36B4A4...
Anne K. Brereton
Deputy County Counsel

Date: 10/30/2024


CONTRACTOR

Sharp Circle, Inc.
 Contractor's Business Name*

By: Signed by:

 F65B03DA85804E5...
 (Signature of Chair, President, or Vice-President)

Christopher Johnson, President
 Print Name and Title

Date: 10/29/2024

By: Signed by:

 86BCE90EBB49482...
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Amanda Carrasco, Secretary
 Print Name and Title

Date: 10/30/2024

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

EXHIBIT A-1 – SCOPE OF SERVICES / PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, Probation Department, hereinafter referred to as “County”
and
Sharp Circle, Inc. , hereinafter referred to as “CONTRACTOR”

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide 24 weekly individual sessions with up to eight (8) youth and their mentor of Sharp Circle, Inc., Life Ownership Program to youth at the Juvenile Hall or Youth Center per **Attachment A-1, Weekly Curriculum**.

This includes one-to-one mentoring sessions to meet the individual needs of each youth, as well as group sessions to cover broader topics that have general applicability and learn in community with each other. CONTRACTOR’S staff will work in person and remotely during the program to build relationships with each youth individually and collectively to help them self-evaluate, set goals and be accountable to take the actions steps necessary to meet their goals.

COST:

\$12,000 per youth mentee

This includes:

- 24 one-to-one sessions with a CONTRACTOR’S staff mentor (both in-person and virtual).
- 12 Group sessions led by CONTRACTOR’S staff.
- All books and materials for participants (participants keep their resources at the end of the program).
- One (1) Virtual Job Fair with professionals from different industries.
- Graduation Ceremony with Certificates.
- Ongoing connection and post program support from CONTRACTOR.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$96,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

CONTRACTOR'S compensation for services rendered shall be based on the following budget, rates, and in accordance with the following terms:

EXHIBIT A-1 – SCOPE OF SERVICES / PAYMENT PROVISIONS

Budget Line Item	Amount
24-weekly sessions for 8 youth; maximum total of \$12,000/per each youth (All-inclusive, supplies and travel costs)	\$96,000
Total Agreement Not-To-Exceed Amount	\$96,000

CONTRACTOR shall invoice County monthly for 24-week sessions following completion of weekly curriculum as follows:

\$500/per weekly session per actual youth enrolled

(Example: \$500/per week/per youth multiplied by 4-weeks = \$2,000/per youth/per month.)

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the costs 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 CONTRACTOR’S BILLING PROCEDURES

CONTRACTOR shall submit a monthly claim for payment to Probation’s Finance Division with back-up documentation, including sign-in sheets of classes, no later than the 20th day following the month of service and provide monthly statistical information on the number of students participated. Failure to submit reports will be deemed non-compliance with the terms and conditions and may cause payment to be delayed or denied.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, “Payment Conditions”, of the Agreement. All invoices shall be sent via email to 255-probationfinanceap@countyofmonterey.gov or to the following address:

Monterey County Probation Department
Attention: Finance Division
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

EXHIBIT A-1 – SCOPE OF SERVICES / PAYMENT PROVISIONS

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.