

**AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
AUGUSTINE CONSULTING, INC.**

THIS AMENDMENT NO. 2 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Augustine Consulting, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on September 23, 2014 (hereinafter, "Agreement") to provide an assessment of the Resource Management Agency's (RMA) grant management systems and processes (hereinafter, "services") through September 22, 2015 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on August 28, 2015 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through September 22, 2016 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Phase I, Assessment Report and Associated Meetings, and Phase II, Development of Project Plan, of Exhibit A – Scope of Services/Payment Provisions of the Agreement have been completed; and

WHEREAS, additional time is necessary to allow the CONTRACTOR to complete Phase III, Implementation, of Exhibit A of the Agreement; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for approximately six (6) additional months to March 31, 2017 with no associated dollar amount increase to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from September 22, 2014 to March 31, 2017, unless sooner terminated pursuant to the terms of this Agreement.

2. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number 3000*1428, Project Name and

associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 2 and the previous amendment shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Augustine Consulting, Inc.
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair/President or Vice President)

Its: Cary Christopher Augustine; CEO/Owner ACI
(Print Name and Title)

Date: September 8, 2016

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
Mary Grace Perry
Deputy County Counsel

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Kristin E. Augustine; Secretary, ACI
(Print Name and Title)

Date: 9-12-16

Date: September 8, 2016

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 9-12-16

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*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.