

**Amendment No. 3
To
Agreement
By and Between
County of Monterey and Scarr Moving and Storage, Inc.**

THIS AMENDMENT No. 3 is made and entered into, by and between Scarr Moving and Storage, Inc. hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

RECITALS:

WHEREAS, the County and CONTRACTOR have heretofore entered into an Agreement to provide furniture and document storage and retrieval services for the period of July 1, 2015 to June 30, 2016 ("Agreement"); and

WHEREAS, on April 1, 2016, the County and CONTRACTOR entered into an executed Amendment No. 1 to extend the term of the Agreement for one (1) additional year and increase the Agreement amount by \$52,500 for a new Agreement amount not to exceed \$78,380 and a new term of July 1, 2015 to June 30, 2017 ("Agreement"); and

WHEREAS, on July 1, 2017, the County and CONTRACTOR entered into an executed Amendment No. 2 to extend the term of the Agreement for six (6) additional months and increase the Agreement amount by \$20,000 for a new Agreement amount not to exceed \$98,380 and a new term of July 1, 2015 to December 31, 2017 ("Agreement"); and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement as specified below.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. Section 2, "PAYMENTS PROVISIONS" is amended to increase the total amount payable by County to CONTRACTOR by \$45,000 for a combined amount not to exceed \$143,380 for the term of the Agreement.
2. Section 3, "TERM OF AGREEMENT" is amended to extend the term of the Agreement to December 31, 2018, for a new term of July 1, 2015 to December 31, 2018.
3. EXHIBIT A is replaced with Amendment No. 3 to Exhibit A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 3 to Exhibit A.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment No. 3 shall be attached to the Agreement.

6. The effective date of this Amendment No. 3 is January 1, 2018.

[Remainder of page left intentionally blank. Next page is signature page.]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 on the day and year written below.

COUNTY OF MONTEREY

SCARR MOVING AND STORAGE, INC.

By: _____
Purchasing Officer

Date: _____

By: _____
Director of Health
Department of Health

Date: _____

Approved as to Legal Form:

By: Stacy L. Saetta
Stacy L. Saetta, Deputy County Counsel

Date: 11/13/17

Approved as to Fiscal Provisions:

By: [Signature]
Auditor-Controller

Date: 11-13-17

By: Mark Scarr

Name: Mark Scarr

Title: President

Date: 11/7/17

By: Mary Scarr

Name: Mary Scarr

Title: Sec / Tres

Date: 11/7/17

*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.

**Amendment No. 3 to
EXHIBIT A**

**To Agreement by and between
County of Monterey and Scarr Moving and Storage, Inc.**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

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

Storage and Security

CONTRACTOR shall place County's boxes marked for storage on designated storage racks at CONTRACTOR'S storage facility located at 1353 Dayton Street, Salinas, CA 93901.

CONTRACTOR shall label each box clearly and shall maintain a central log that lists County's storage boxes and contents.

CONTRACTOR shall ensure storage racks are secure at all times and shall maintain 24-hour camera and motion sensing surveillance of the storage facility.

CONTRACTOR shall be responsible for conforming to all applicable federal, state and local laws and regulations pertaining to the storage of confidential medical records including, but not limited to, health information privacy laws set forth in the Health Insurance Portability and Accountability Act (HIPAA), the Confidentiality of Medical Information Act (CIMA), and California Civil Code § 56 *et seq.*, Senate Bill 541.

CONTRACTOR shall not move boxes to another storage facility without prior written approval from County.

Retrieval Requests

County shall notify CONTRACTOR via telephone, facsimile or e-mail of any retrieval requests from CONTRACTOR'S facility. CONTRACTOR shall have requested boxes available for review within one (1) business day of County's request. If CONTRACTOR is unable to locate, or make available, the requested boxes; CONTRACTOR shall notify County within one (1) business day of original request.

CONTRACTOR shall have requested boxes available for review within the same business day should County's request be the result of a court order, subpoena or other request governed by law for immediate retrieval.

Facility Supervisor

CONTRACTOR shall designate a competent Facility Supervisor to handle all matters pertaining to this Agreement. Facility Supervisor shall be reachable by phone and e-mail between 7am – 7pm.

Communications with the Facility Supervisor shall be binding on CONTRACTOR to the extent permissible under this Agreement.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$143,380.00 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:

| Service | Description | Rate |
|-----------|--|---------------|
| Retrieval | Retrieval of County boxes upon County request | \$45.00/hour |
| Storage | Loose file boxes on CONTRACTOR'S racks from 1/1/18 – 12/31/18. | \$0.65/carton |

B.2 PAYMENT CONDITIONS

- a. CONTRACTOR shall submit invoices to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

Clinic Services Invoices mail to:
Monterey County Health Department
Health Business Services - Accounting
1441 Schilling Place
South Building – First Floor
Salinas, CA 93901

Clinic Services Invoices e-mail to: CS_Finance@co.monterey.ca.us

- b. CONTRACTOR shall submit all invoices for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All invoices not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any invoice submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through

no fault of CONTRACTOR. Any "obligations incurred" included in invoice for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- c. If CONTRACTOR fails to submit invoices for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment of service and disallow the invoice.
- d. COUNTY shall review and certify CONTRACTOR'S invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified invoice to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- e. To the extent that the COUNTY determines CONTRACTOR has improperly billed for services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit invoice for payment, or COUNTY may make corrective accounting transactions.
- f. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
- g. There shall be no travel reimbursement allowed during this Agreement.
- h. 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.
- i. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual costs incurred for services provided under this Agreement.

B.3 MAXIMUM OBLIGATION OF COUNTY

- a. Subject to the limitations set forth herein, COUNTY shall pay to the CONTRACTOR during the term of this Agreement an amount not to exceed \$143,380.00 for services rendered under this Agreement.

- b. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- c. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- d. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

B.4 PAYMENT LIMITATIONS

- a. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, and payment at conclusion of the Agreement.
- b. 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.
- c. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.