

**FIRST AMENDMENT TO
BOARD OF STATE AND COMMUNITY CORRECTIONS
AB 900 II CONSTRUCTION AGREEMENT
FOR MONTEREY COUNTY**

This first Amendment (“**Amendment**”) to the December 6, 2016 Board of State and Community Corrections Jail Construction Agreement (“**Agreement**”) is entered into as of November 15, 2017 (“**Amendment Effective Date**”), by and between the Board of State and Community Corrections (“**BSCC**”), an agency of the government of the State of California (“**State**”), and Monterey County (“**Participating County**”). BSCC and Participating County shall be referred to collectively herein as “**Parties**,” and individually as a “**Party**.”

RECITALS

WHEREAS, the Parties entered into that certain Board of State and Community Corrections Jail Construction Agreement dated December 6, 2016 (“**Agreement**”).

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

WHEREAS, Article 2 of the Agreement provides that any amendment to the Agreement shall be binding on (i) the State only if signed by the Agency Representative, and (ii) the Participating County only if signed or certified in form reasonably acceptable to BSCC by the Participating County Construction Administrator.

NOW, THEREFORE, by the signatures of their authorized representatives below, the Parties agree as follows:

SECTION 1. AMENDMENTS TO AGREEMENT

Replace Exhibit B, Section 5, Budget Classification Schedules, as follows:

LINE ITEM	STATE FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Construction (with Contingency)	\$71,800,000	\$0		\$71,800,000
2. Additional Eligible Costs	\$1,459,322	\$0		\$1,459,322
3. Architectural	\$4,193,142	\$1,500,000		\$5,693,142
4. Construction Management	\$2,547,536	\$4,154,464		\$6,702,000
5. CEQA		\$170,766		\$170,766
6. Audit			\$35,000	\$35,000
7. Site Acquisition			\$1,306,000	\$1,306,000
8. Needs Assessment			\$21,770	\$21,770
9. County Administration			\$1,196,000	\$1,196,000
10. Transition Planning			\$500,000	\$500,000
11. Real Estate Due Diligence			\$16,000	\$16,000
TOTAL ELIGIBLE PROJECT COSTS	\$80,000,000	\$5,825,230	\$3,074,770	\$88,900,000
PERCENT OF TOTAL PROJECT COST	89.10%	6.49%	3.42%	100%

SECTION 2. AUTHORITY

Each Party represents to the other Party that this Amendment has been executed in compliance with the requirements of Article 2 of the Agreement.

SECTION 3. GENERAL PROVISIONS

Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Agreement. In the event of a conflict between any provision of the Agreement and a provision of this Amendment, the provision of this Amendment shall control. Except as otherwise amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

[SIGNATURES TO IMMEDIATELY FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment, as of the Amendment Effective Date.

BOARD OF STATE AND COMMUNITY CORRECTIONS

By: _____
Signature of Executive Director or Designee

Name and Title: Kathleen T. Howard, Executive Director

Date: _____

“PARTICIPATING COUNTY”

County of Monterey:

By: _____
Signature

Name and Title: Mary Adams, Chair of the Board

Date: _____