

**SECOND AMENDMENT
AGREEMENT BETWEEN COUNTY OF
HUMBOLDT AND SHASTA COUNTY
PRIVATE INDUSTRY COUNCIL, dba
SMART BUSINESS RESOURCE
CENTER FOR WORKFORCE
INNOVATION AND OPPORTUNITY
ACT ADULT AND DISLOCATED
WORKER CAREER SERVICES
JULY 1, 2018 THROUGH JUNE 30, 2022**

This Second Amendment to the Professional Services Agreement dated July 1, 2018 (Agreement), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Shasta County Private Industry Council dba Smart Business Resource Center, hereinafter referred to as "CONTRACTOR," collectively referred to as "PARTIES," is made upon the following considerations:

WHEREAS, the COUNTY and CONTRACTOR entered into the Agreement for CONTRACTOR to perform such Adult and Dislocated Worker program coordination and service activities; and

WHEREAS, the COUNTY and CONTRACTOR now desire with this Second Amendment to the Agreement to provide for advance payment by COUNTY to CONTRACTOR to ensure uninterrupted provision of services.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Section 5 – Payment of the Agreement is hereby amended to read as follows:

5. PAYMENT:

- a. CONTRACTOR shall submit to COUNTY monthly invoices itemizing all Adult and Dislocated Worker services activities performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Executive Director. In addition, CONTRACTOR shall submit a final invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for Adult and Dislocated Worker services activities performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after division or department head approval of invoices which are received.
- b. Advance Payments. Beginning November 1st, 2020 COUNTY shall provide advance weekly payments to CONTRACTOR in the amount of Seven Thousand Five Hundred Sixty-Two Dollars (\$7,562.00) per week. Notwithstanding County holidays, office closures due to public health emergencies, or other circumstances outside of the County's control, payment shall be remitted via Electronic Funds Transfer (EFT) by the close of business on the last day of each week. In no event shall the advance payments provided pursuant to the terms and conditions of this Agreement cause the maximum amount paid hereunder to exceed the maximum payable amount of Eight

Hundred Thousand (\$800,000.00) annually.

- c. Year-End Settlement. Year-end settlement shall be based upon the rates of compensation set forth herein as well as the monthly progress and annual year-end cost reports submitted pursuant to the terms and conditions of this Agreement. If it is determined that the cost reported by CONTRACTOR is less than the actual payments made by COUNTY, CONTRACTOR shall reimburse COUNTY for the overpayment as set forth herein.
- d. Recovery of Overpayments. Any and all payments due to COUNTY pursuant to the terms and conditions of this Agreement shall be paid by cash payments over a period not to exceed three (3) months.
- e. Interest Charges on Delinquent Payments Due to COUNTY. If CONTRACTOR, without good cause, as determined in the sole judgment of Director, fails to pay any amount owed to COUNTY pursuant to the terms and conditions of this Agreement within sixty (60) days after the due date, COUNTY may, after providing written notice to CONTRACTOR, assess daily interest charges at a rate equal to COUNTY's General Fund Rate, as determined by the Humboldt County Auditor-Controller. Interest charges shall be paid by cash payment and/or deducted from any amounts due to CONTRACTOR under this Agreement. CONTRACTOR shall have sixty (60) days from the date that any payment owed to COUNTY is due to present a good cause justification for CONTRACTOR's failure to pay COUNTY.

2. Except as modified herein, all terms and provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Professional Services Agreement, the provisions of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of the dates indicated below.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

Smart Business Resource Center:

By: WZ

Date: 12/1/20

Name: Wendy Zanotelli

Title: CEO

By: Marie Granberry

Date: 12-1-20

Name: Marie Granberry

Title: CFO

COUNTY OF HUMBOLDT:

DocuSigned by:
Amy Nilsen
By: Amy Nilsen, County Administrative Officer
AE5BFB498609435

Date: 12/11/2020

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____