

**FIRST AMENDMENT TO THE  
AGREEMENT BETWEEN COUNTY OF HUMBOLDT  
AND SHASTA COUNTY PRIVATE INDUSTRY  
COUNCIL, dba SMART BUSINESS RESOURCE  
CENTER FOR 2018 NATIONAL HEALTH  
EMERGENCY PHASE II OPIOID CRISIS  
NATIONAL DISLOCATED WORKER SERVICES**

This First Amendment to the Professional Services Agreement dated July 1, 2019 (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 National Health Emergency Phase II Opioid Crisis National Dislocated Worker Services; and,

WHEREAS, The COUNTY and CONTRACTOR now wish to modify the terms of the Agreement pursuant to Paragraph 25. The purpose of this First Amendment is to extend the term of the Agreement and provide for advance payments to ensure uninterrupted provision of services.

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

1. The following Sections are amended as follows:

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until March 31, 2022, unless sooner terminated as provided herein.

5. PAYMENT:

- a. CONTRACTOR shall submit to COUNTY monthly invoices itemizing all NHE Phase II Opioid Crisis National 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 NHE Phase II Opioid Crisis National 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 1<sup>st</sup>, 2020 COUNTY shall provide advance weekly payments to CONTRACTOR in the amount of Fourteen Thousand One Hundred Sixty-Three Dollars (\$14,163.00) 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 One Million Four Hundred Ninety-Eight Thousand Two Hundred Twenty-Five Dollar (\$1,498,225) for the duration of this agreement. Any and all advance payments made pursuant to the terms and conditions of this Agreement shall be subject to the year-end settlement requirements set forth herein. In the event services are interrupted, advance payments shall cease immediately and will be followed by a final reconciliation of amounts due.
- 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 First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this First 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: WJZ

Date: 12/1/20

Name: Wendy Zanotelli

Title: CEO

By: Marie Granberry

Date: 12-1-20

Name: Marie Granberry

Title: CFO

**COUNTY OF HUMBOLDT:**

By:  Amy Nilsen  
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Amy Nilsen, County Administrative Officer

Date: 12/11/2020

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_