

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CAL POLY HUMBOLDT SPONSORED PROGRAMS FOUNDATION**

This First Amendment to the Professional Services Agreement dated July 25, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Cal Poly Humboldt Sponsored Programs Foundation a California non-profit agency, hereinafter referred to as "CONTRACTOR," is entered into this __ day of _____, 2024.

WHEREAS, COUNTY, by and through its County Administrative Office - Economic Division, desires to retain a qualified professional to provide activities detailed hereunder using QUEST NDWG Funds; and

WHEREAS, the COUNTY received funding from the Department of Labor to as provided by the Workforce Innovation and Opportunity Act (WIOA) National Dislocated Worker Grant (NDWG) funds through a subgrant agreement; and

WHEREAS, on July 25, 2022, COUNTY and CONTRACTOR entered into a Professional Services Agreement ("Cal Poly PSA") for the completion performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, the parties now desire to amend certain provisions of the Cal Poly PSA in order to shorten the term thereof and to provide for the final invoice.

NOW THEREFORE, the parties mutually agree as follows:

1. TERM of the Cal Poly PSA is hereby amended to read as follows:

2. TERM:

This Agreement shall begin on July 25, 2022 and shall remain in full force and effect until June 22, 2024 unless sooner terminated as provided herein.

2. COMPENSATION of the Cal Poly PSA is hereby amended to read as follows:

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is one hundred twenty-five thousand dollars \$175,000. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.

- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
- D. CONTRACTOR agrees to submit their final invoice to COUNTY by July 31, 2024. COUNTY will not accept any invoices after July 31, 2024.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

CAL POLY HUMBOLDT SPONSORED PROGRAMS FOUNDATION:

By: _____
Kacie Flynn
Executive Director
Cal Poly Humboldt Sponsored Programs Foundation

Date: _____

COUNTY OF HUMBOLDT:

By: _____
Elishia Hayes
County Administrative Officer
County of Humboldt

Date: _____