

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
UNIVERSITY OF CALIFORNIA, DAVIS CAMPUS, UC DAVIS EXTENSION
NORTHERN CALIFORNIA TRAINING ACADEMY
FOR FISCAL YEAR 2018-2019**

This First Amendment to the Professional Services Agreement dated July 10, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Regents of the University of California on behalf of UC Davis Extension, a California public education institution, hereinafter referred to as "CONTRACTOR," is entered into this ____ day of _____, 2019.

WHEREAS, COUNTY, by and through its through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), desired to retain the services of CONTRACTOR to obtain major skills training courses for personnel who provide related services in fulfillment of their goals and objectives; and

WHEREAS, on July 10, 2019 COUNTY and CONTRACTOR entered into a Professional Services Agreement ("Agreement") for personnel skills training courses; and

WHEREAS, the parties now desire to amend certain provisions of the Agreement to add additional training modules and increase the amount payable thereunder;

NOW THEREFORE, the parties mutually agree as follows:

1. In Section 4, COMPENSATION, the maximum amount payable of One Hundred Thirty-Six Thousand Dollars (\$136,000.00) is replaced with One Hundred Ninety-Five Thousand, Five Hundred Dollars (\$195,500.00).
2. The Professional Services Agreement is hereby amended to delete Exhibit A – Scope of Services and replace in its entirety the modified Exhibit A – Scope of Services which is attached hereto and incorporated herein by reference. The modified Exhibit A – Scope of Services attached hereto shall supersede any prior versions thereof.
3. The Professional Services Agreement is hereby amended to deleted Exhibit B – Schedule of Rates and replace in its entirety the modified Exhibit B – Schedule of Rates which is attached hereto and incorporated herein by reference. The modified Exhibit B – Schedule of Rates attached hereto shall supersede and prior versions thereof.
4. The Professional Services Agreement is hereby amended to add the following provision regarding counterpart execution:

"39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.”

5. Except as modified herein, the Agreement executed on July 10, 2018 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Agreement, the provisions of this First Amendment shall govern.

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: 
Melanie C. Brown, JD MT
Contracts & Grants Officer, Sponsored Programs

Date: 4/4/19

COUNTY OF HUMBOLDT:

By: _____
Rex Bohn
Chair, Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 4/9/19

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
U.C. Davis Training Agreement
Fiscal Year 2018-19

1. Up to 46.00 Unit(s) of training in the subject areas selected by the COUNTY from the UC Davis Extension curriculum.

2. CONTRACTOR will provide the following:
 - a. Needs assessment, curriculum planning and implantation;
 - b. Instructional and student services;
 - c. Instructional materials;
 - d. Evaluation and feedback;
 - e. Continuing education credits;
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available (extra training units may be charged);
 - g. Food and non-alcoholic beverages when requested by the COUNTY in writing (extra training units may be charged); and
 - h. Any other items when requested by the COUNTY in writing and approved by CONTRACTOR (extra training units may be charged).

3. COUNTY will provide the following:
 - a. Training facility and audio-visual equipment; and
 - b. On-site coordination of training.

EXHIBIT B
SCHEDULE OF RATES
U.C. Davis Training Agreement
Fiscal Year 2018-19

1. Up to 46.00 Unit(s) of training in the subject areas selected by the COUNTY from the U.C. Davis Extension curriculum.
 - a. Cost per unit of training is as follows:
 - i. Four Thousand, Two Hundred Fifty Dollars (\$4,250.00) per unit through June 30, 2019.
2. Total cost of training under this Agreement is: One Hundred Ninety-Five Thousand, Five Hundred Dollars (\$195,500.00).
3. COUNTY share of cost is: One Hundred Ninety-Five Thousand, Five Hundred Dollars (\$195,500.00).