

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SMART BUSINESS RESOURCE CENTER
FOR FISCAL YEARS 2020-2021 THROUGH FISCAL YEAR 2022-2023**

This First Amendment to the Professional Services Agreement dated July 1, 2020 (Agreement), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Smart Business Resource Center, a California nonprofit public benefit corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, the COUNTY and CONTRACTOR entered into the Agreement for CONTRACTOR to perform Rapid Response and Layoff Aversion services; and

WHEREAS, the COUNTY receives funding from the California State Employment Development Department (EDD) as provided by the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, the COUNTY and CONTRACTOR now desire to amend 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 hereto mutually 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 services rendered, 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, DIRECTOR and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, 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. Any and all invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: County Administrative Office – Economic Development Division
Attention: Stephanie Souter, Administrative Analyst
520 E. Street
Eureka, CA 95501

- b. Advance Payments. Beginning November 1st, 2020 COUNTY shall provide advance weekly payments to CONTRACTOR in the amount of Three Thousand Two Hundred Ninety-Four Dollars (\$3,294.00) 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 Three Hundred Forty-Eight Thousand Five Hundred and Fifteen Dollars

(\$348,515.00).

- 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: img

Date: 12/1/20

Name: Wendy Canotelli

Title: CEO

By: Marie Granberry

Date: 12/1/20

Name: Marie Granberry

Title: CFO

COUNTY OF HUMBOLDT:

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

Date: 12/11/2020

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____