

**THIRD AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION**

This Third Amendment to the Professional Services Agreement dated October 26, 2021 (the "Agreement"), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Humboldt State University Sponsored Programs Foundation, hereinafter referred to as "CONTRACTOR," is entered into this 27<sup>th</sup> day of June, 2023.

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Title I Adult Services to COUNTY; and

WHEREAS, the Parties previously amended the Agreement on June 28, 2022 and December 22, 2022; and

WHEREAS, the Parties now wish to (1) extend the term of the Agreement, (2) update the Invoice that was attached to the Agreement as Exhibit D, and (3) increase the maximum amount payable under the Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 TERM is amended to read as follows:

2. TERM:

This Agreement shall be effective commencing July 1, 2021 upon execution by both parties and shall remain in full force and effect until December 31, 2023.

2. The Agreement is amended to delete Exhibit D – Invoice and replace it in its entirety with the modified version of Exhibit D that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit D attached hereto shall supersede any and all prior versions thereof as of the effective date of this Third Amendment.

3. Section 4.A. COMPENSATION, Maximum Amount Payable is amended to read as follows:

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 \$842,030.00. In no event shall the maximum amount paid under this Agreement exceed \$842,030.00. 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.

4. Except as modified herein, the Agreement, as amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the original Agreement or the First or Second Amendments, the provisions of this Third Amendment shall govern.

[SIGNATURES ON FOLLOWING PAGE]

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

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: <sup>DocuSigned by</sup>  
Kacie Flynn  
Name: Kacie Flynn  
Title: SPF Exec. Director

Date: 06/19/2023

COUNTY OF HUMBOLDT:

By: [Signature]  
CHAIR, Humboldt County Board of Supervisors

Date: 6-30-2023

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

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

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

**LIST OF EXHIBITS:**

Exhibit D – Invoice

**HUMBOLDT**  
**STATE UNIVERSITY**  
 SPONSORED PROGRAMS FOUNDATION

Invoice No.  
 Invoice Date  
 Account No.  
 Payment Terms  
 Reference  
**Due Date**  
**Total Amount Due**

**Bill To** Humboldt County  
 Economic Development Division  
 825 5th St. Suite 112  
 Eureka, CA 95501

Questions regarding this invoice can be directed to Billing Department at 707/826-4035

Line No.	Description	Identifier	Amount
1	Personnel (Career Services)	Basic:	\$
		Individual:	\$
		Total:	\$
2	Training Services	Transitional Jobs:	\$
		Incumbent Worker:	\$
		Pay-for-Performance:	\$
		Total:	\$
3	Operating Expenses (Indirect, equipment, etc)		
		Total:	\$

----- Please return this portion of invoice with payment -----

**Total Amount Due:**  
 Please include the following on the payment:  
 Account No.  
 Invoice No.

**Payable to:**  
 Sponsored Programs Foundation  
 Cashier's - Student Financial Services  
 1 Harpst St SBS #285  
 Arcata, CA 95521-8299