

**NAPA COUNTY AGREEMENT NO. 6566
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT NO. 2**

THIS SECOND AMENDMENT to Agreement No. 6566 dated July 1, 2005, by and between the County of Napa, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and County of Marin (hereinafter referred to as "CONTRACTOR") is made as of the 15th day of September, 2006.

WHEREAS, COUNTY entered into Agreement No. 6566 with CONTRACTOR to implement and coordinate Projects INCLUSION, CHOICE/COMPASS in Marin County; and

WHEREAS, as authorized by Paragraph 20(b)(2) of the Agreement, the Agreement was unilaterally amended as of March 15, 2006, to reduce funding for Program Year 3 of Project CHOICE/COMPASS and for Program Year 5 of Project INCLUSION (known hereinforward as "Amendment No. 1 of the Agreement"); and

WHEREAS, the funding allocated for carry-over Program Year 4 for Project INCLUSION was an estimate, the actual amount for carry-over has now been determined, and there is a need to further amend the Agreement to reflect the actual carry-over amount for which funding has been made available through the United States Department of Labor, Office of Disability Employment and Employment and Training Administration and the State of California, Employment Development Department;

NOW, THEREFORE the parties agree as follows:

1. Paragraph 3 (c) is amended to read as follows:

Maximum Amount.

Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of Two Hundred Thirty-Five Thousand Six Hundred Eighteen Dollars (\$235,618) for professional services provided; however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and expenses actually incurred and subject to the conditions outlined in the scope of services and in the budget allocation sections of this agreement.

2. Exhibit "B" and Exhibit "B₁" are hereby superceded by Exhibit "B₂", which is attached hereto and incorporated by reference herein. All references in the agreement to Exhibit "B" and Exhibit "B₁" shall be deemed to mean Exhibit B₂.
3. In all other respects the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the ____ day of September, 2006.

Approved by Marin
County Counsel:

By _____
Susan L. Adams, President
Marin County Board of Supervisors
"CONTRATOR"

COUNTY OF NAPA, a political subdivision of
the State of California

By _____
Bill Dodd, Chair of the Board of Supervisors

"COUNTY"

ATTEST: Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM: ROBERT
WESTMEYER, Napa County Counsel

By: P.Tyrrell (by e-signature)

APPROVED BY THE NAPA BOARD
OF SUPERVISORS:

Date: _____

Processed by:

Deputy Clerk of the Board

EXHIBIT B₂
COST ALLOCATION SUMMARY

Organization: Marin County Health and Human Services

Activity: INCLUSION & DISABILITY NAVIGATOR PROGRAM (CHOICE/COMPASS)

Term of Contract: July 1, 2005 through September 29, 2006

Line Items	Project INCLUSION Year 4 Carry-in (ends 9/29/05)	Project CHOICE/COMPASS – Year 3	Project INCLUSION Year 5* (Active Sept 29, 05 through Sept 29, 06)	Total
Salary	17,826.52	\$28,722	65,345	111,893.52
Benefits	6,134.99		21,227	27,361.99
Travel	25.92		359	384.92
Equipment				
Contracts	45,373.62		4,650	50,023.62
Indirect	7,907.30	\$9,478	28,569	45,954.30
	\$77,268.35	\$38,200	\$120,150	\$ 235,618