

AGREEMENT FOR SERVICES 097-135-P-E2009  
AMENDMENT II

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This Amendment II to that Agreement for Services 097-135-P-E2009, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as COUNTY) and Progress House, Inc.; (hereinafter referred to as CONTRACTOR).

R E C I T A L S

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide alcohol and drug treatment services for clients who qualify to participate in the PC 1210 Program in accordance with Agreement for Services 097-135-P-E2009, dated July 20, 2010, and Amendment I to Agreement 097-135-P-E2009, dated June 28, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the Health Services Department Alcohol and Drug Program oversees the Recovery Act – Justice Assistance Grant (JAG) funding for Agreement 097-135-P-E2009, and has identified unspent funds, and desires to increase the not-to-exceed amount of this Agreement to allow for full expenditure of grant funds; and

WHEREAS, the parties hereto have mutually agreed to increase the not-to-exceed amount of the original Agreement, amending Article IV - COMPENSATION; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services 097-135-P-E2009 shall be amended a second time as follows:

- 1) Article IV – COMPENSATION FOR SERVICES, Section 4.01 shall be amended in its entirety to read as follows:

Section 4.01 Total Not-to-Exceed Amount of this Agreement  
The Not-to-Exceed amount of this Agreement shall be \$215,000.

CONTRACTOR is responsible to monitor spending in accordance with the Not-to-Exceed amount to ensure that services are available continuously throughout the term of this Agreement. CONTRACTOR acknowledges that the Agreement # ZO-09-01-0090 (HSD #361-135-P-R2009) funding is a one-time grant with a limited term and it is the intent of the parties hereto that the COUNTY shall not be obligated to control for more than the not-to-exceed amount of this Agreement.

Except as herein amended, all other parts and sections of that Agreement #009-135-P-E2009 shall remain unchanged and in full force and effect.

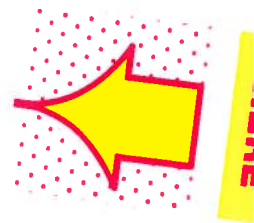
REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Neda West Dated: 7-22-11  
Neda West, Director  
Health Services Department

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services 097-135-P-E2009 on the dates indicated below.

-- CONTRACTOR --

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Judy Strauss, Interim Executive Director  
PROGRESS HOUSE, INC.  
CONTRACTOR



-- COUNTY OF EL DORADO --

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Raymond J. Nutting, Chair  
Board of Supervisors  
COUNTY

*ATTEST:*  
*Suzanne Allen de Sanchez*  
*Clerk of the Board of Supervisors*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk