

Infor PO No. 2312  
Infor Ref. No. 6565-2018-BOBBIE STEWART CONSUL

**SIXTH AMENDMENT  
(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

This Sixth Amendment to Agreement No. PO No. 2312 (“Sixth Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Bobbie Stewart Consulting (“Contractor”), jointly referred to as the “Parties” herein.

**WHEREAS**, on or about June 27, 2017, the Parties entered Agreement PO No. 2312 (“Agreement”); and

**WHEREAS**, on or about July 11, 2019, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, on or about June 11, 2020, the Parties further amended the Agreement via the Second Amendment; and

**WHEREAS**, on or about June 25, 2020, the Parties further amended the Agreement via the Third Amendment; and

**WHEREAS**, on or about May 24, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

**WHEREAS**, on or about July 14, 2021, the Parties further amended the Agreement via the Fourth Amendment; and

**WHEREAS**, on or about June 16, 2022, the Parties further amended the Agreement via the Fifth Amendment; and

**WHEREAS**, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Section 2.** to extend the term of the Agreement through December 31, 2023; and
2. Revise **Paragraph 4.B.** to:
  - a. correct a mathematical error in the payment table from Amendment 5; and
  - b. add funding in the amount of \$32,275 for Fiscal Year (FY) 2023-24, for a new contract maximum amount of \$429,825; and
3. Revise **Paragraphs 17.A.** and **17.B.** to update contacts for notices; and
4. Revise **Exhibit A** to update County’s insurance requirements.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Section 2.** of the Agreement is hereby amended to read as follows:
  2. The term of this Agreement shall be from **July 1, 2017 through December 31, 2023**, unless sooner terminated as provided for in this Agreement.

Either party may terminate this Agreement, in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least 30 days’ advance written notice to the other party

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**2. Paragraph 4.B.** of the Agreement is hereby amended to read as follows:

**4.B.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **December 31, 2023** shall be no greater than **FOUR HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$429,825)** specified as follows:

<b>Fiscal Year 2017-18</b> July 1, 2017 through June 30, 2018	\$31,550
<b>Fiscal Year 2018-19</b> July 1, 2018 through June 30, 2019	\$31,550
<b>Fiscal Year 2019-20</b> July 1, 2019 through June 30, 2020	\$91,550
<b>Fiscal Year 2020-21</b> July 1, 2020 through June 30, 2021	\$85,550
<b>Fiscal Year 2021-22</b> July 1, 2021 through June 30, 2022	\$95,800
<b>Fiscal Year 2022-23</b> July 1, 2022 through June 30, 2023	\$61,550
<b>Fiscal Year 2023-24</b> July 1, 2023 through December 31, 2023	\$32,275
<b>Total</b>	<b>\$429,825</b>

**3. Paragraphs 17.A. and 17.B.** of the Agreement are hereby amended to read as follows:

**A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

**Contractor:**

Bobbie Stewart Consulting  
108 N. East Street  
Woodland, CA 95776  
Bobbie Stewart, Owner

**County:**

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Nolan Sullivan, Director

**B.** In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

**Contractor:**

[bobbiestewartconsulting@yahoo.com](mailto:bobbiestewartconsulting@yahoo.com)

**County:**

Contracts Unit: [HHSAContracts@yolocounty.org](mailto:HHSAContracts@yolocounty.org)

Contract Administrator: [christina.maci@yolocounty.org](mailto:christina.maci@yolocounty.org)

**4. Exhibit A.** to the Agreement is hereby amended to read as attached.

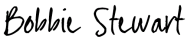
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- 5. All attachments to this Sixth Amendment are incorporated herein by this reference.
- 6. Except as specifically amended by this Sixth Amendment, and prior amendments, the Agreement shall remain in full force and effect according to its terms.

**IN WITNESS WHEREOF** the Parties have executed this Sixth Amendment as of the day and year last set forth below.

**CONTRACTOR**

**COUNTY OF YOLO**

DocuSigned by:  
  
 D339793E98CF453...  
 Bobbie Stewart, Owner  
 Bobbie Stewart Consulting

\_\_\_\_\_  
 Oscar E. Villegas, Chair  
 Board of Supervisors

Date: 5/25/2023

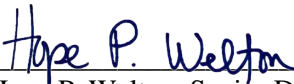
Date: \_\_\_\_\_

DocuSigned by:  
  
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 Nolan Sullivan, Director  
 Health and Human Services Agency

Attest:  
 Julie Dachtler, Senior Deputy Clerk  
 Board of Supervisors

By: \_\_\_\_\_  
 Deputy (Seal)

Approved as to Form:  
 Philip J. Pogledich, County Counsel

By:   
 Hope P. Welton, Senior Deputy

## EXHIBIT A – SERVICE CONTRACT INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
  - a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
  - b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
  - c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
  - d. Professional Liability (Errors and Omissions) (If applicable, see below)
2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:
  - a. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
  - b. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
  - c. Professional Liability/Malpractice/Errors and Omissions –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
  - d. Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions
  - a. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
  - b. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.



## **EXHIBIT A – SERVICE CONTRACT INSURANCE REQUIREMENTS**

- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor’s work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement Documents.
- E.** Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- F.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.