

**FOURTH AMENDMENT
TO
AGREEMENT FOR SERVICES**

This Fourth Amendment to Agreement for Services (“Amendment”), dated as of May 17, 2021, is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), and Sonoma County Tourism Bureau, Inc., a California non-profit mutual benefit corporation (hereinafter “Contractor”).

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated July 11, 2017, for carrying out services, activities and programs promoting tourism in Sonoma County (“Agreement”), and subsequently entered into three amendments extending the term of the Agreement to June 30, 2021; and

WHEREAS, County and Contractor desire to further amend the Agreement to extend its term until June 30, 2022 and to modify certain other terms of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Extension of Term. Paragraph 3 of the Agreement is amended in its entirety to read as follows:

The term of this Agreement shall be from the Effective Date to June 30, 2022, unless terminated earlier in accordance with the provisions of Section 4 below. This Agreement will terminate on June 30, 2022 unless the parties approve a written amendment to extend the term.

2. Schedule of Payments. The first sentence of Section 2.3 of the Agreement is amended in its entirety to read as follows:

County shall pay the amounts described in Section 2.1 to Contractor quarterly on the first business days after the 15th day of August 2021, November 2021, February 2022 and May 2022.

3. Audit Requirements. As a component of the audit requirements specified in Section 3(e) of Exhibit A to the Agreement (i.e., the Scope of Work), Contractor’s auditor shall include a review of travel and meal reimbursements and compliance with the County approved travel and meal reimbursement policies adopted by Contractor. The audit shall cover the time period from July 1, 2021 to June 30, 2022. Section 2.2.1 of the Agreements is deleted, and the audit period specified in Section 3(e) of Exhibit A to the Agreement is modified as set forth in this paragraph 3.

4. Address. Section 12 of the Agreement is amended to change the address for notice to the County to be as follow: Sonoma County Economic Development Board, 141 Stony Circle, Suite 130, Santa Rosa, CA 95401.

5. No Other Changes. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, as amended to date, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained here shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of county arising thereunder.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

**CONTRACTOR:
SONOMA COUNTY TOURISM
BUREAU**

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____

Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____

County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____

Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors