

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment ("Amendment"), dated as of November 1, 2025, is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the Center for Volunteer and Nonprofit Leadership, a California nonprofit 501(c)(3) Corporation, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated May 1, 2023, for court referral services for a volunteer referral program experienced in assigning community service work to adults and juveniles involved in County's criminal justice system; and

WHEREAS, the Agreement was amended on November 1, 2024 to exercise the first one-year extension option, through October 31, 2025; and

WHEREAS, County and Contractor desire to amend the Agreement for the purposes of extending the term for the second one (1) year period and increasing the total contracted not-to-exceed amount,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The County is hereby exercising its option per Article 3. Term of Agreement to extend this Agreement for the second additional period. The Term of the Agreement shall be extended from November 1, 2025, through October 31, 2026; and

2. Paragraph 2 "Payment" shall be amended to read as follows:

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the budget set forth in Exhibit B. Payments made to the Contractor during the term of this Agreement, including any and all contract extensions, shall not exceed \$1,095,000. Furthermore, payments made to the Contractor during the term of the first extension (11/1/24-10/31/25) shall not exceed \$300,000, and payments made to the Contractor during the term of the second extension (11/1/25-10/31/26) shall not exceed \$345,000. Such payments shall be made within 30 days of presentation of an invoice by Contractor setting forth in detail the services performed, as described in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the

normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 13. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or, at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

3. EXHIBIT B: FEE SCHEDULE is hereby deleted in its entirety and replaced with the following:

EXHIBIT B: FEE SCHEDULE - REVISED

Fees to County

County will pay Contractor for services provided under this Agreement based on the fees set forth in this Exhibit, which specifies agreed upon rates and guidelines for County's payments to Contractor. Contractor shall not charge County for any other costs or fees unless prior written approval is obtained from County.

Based on the program costs below, County shall pay Contractor \$28,750 per month for a total not to exceed amount of \$345,000 during the term of this Amendment (11/1/25-10/31/26) for up to 4,500 referrals.

Contractor Expense Details	Amount
Compensation (Salary & Fringe Benefits)	\$384,000

Telephone/Internet	\$1000
Travel & Meals including mileage reimbursement	\$1000
Supplies	\$1,000
Dues and Subscriptions	\$2,000
Other (including bank fees)	\$1,000
Total Contractor Expenses	\$390,000
Client Fee Collection	(\$45,000)
Total Annual County Cost	\$345,000
Monthly Billable Amount to County	\$28,750

Fees to Participants

Except as described below, Contractor may charge participants according to the following table. Although Contractor may request full participant fees during intake sessions, flexible payment options will be offered. For example, if fees exceed \$60, participants may pay half of the fee during intake and the remaining half upon program completion. In all cases, Contractor will work with participants to minimize any barriers to participation that fees might pose.

Number of Hours Requested by Referring Agency	Participant Fee
Up to 16 hours	\$40
17 to 25 hours	\$50
26-49 hours	\$70
50-99 hours	\$95
100-149 hours	\$110
150-199 hours	\$150
200-299 hours	\$170
300+ hours pay \$250 per year of supervision. If they finish in one year, they only pay once. Fees increase for additional years as described below*	\$250

** Participants requiring monitoring for more than one year may be charged additional fees, which will not exceed \$250 for each additional 500 hours served. In addition, participants extended beyond two years from original assigned case date may be charged \$60 for each additional year, in addition to the fee of \$250 for each additional 500 hours served.*

Contractor will provide fee waivers or reductions as follows:

- Participants referred from the Probation Department's Juvenile Division, or the Adult Work Release Program will pay no fees. This includes all Juvenile Diversion, Wardship, Juvenile Justice or Informal Supervision cases. This exception does not include juveniles referred from the Cami Traffic Calendar.

- Contractor will allow all participants to file a fee waiver request and extend a 50 percent fee waiver to those who receive benefits from Supplemental Security Income, county General Assistance programs, or the Supplemental Nutrition Assistance Program. Contractor may offer fee reductions to other participants on a case-by-case basis.
- Fee waivers may be limited for participants with two unsuccessful cases within two years of activating the first case, in order to discourage unreasonable dependence on waivers.

If participants fail to pay fees according to an agreed upon schedule, Contractor may close their cases and report to the referring agencies the number of hours that participants performed prior to case closure. However, if participants whose cases have been closed subsequently verify additional volunteer hours served, before due date or closed date if closed pre-maturely, Contractor will amend its records to reflect these hours.

Invoices

Contractor's invoices shall include the following information:

- Current period and year-to-date revenues received from County and participant fees.
- Current period and year-to-date number of referrals separated by referring agency, program, and age (adult versus juvenile).
- Current period number of referrals interviewed.
- Current period number of referrals not interviewed and the reason for not interviewing.
- Current period number of cases closed and participant outcome (completed all assigned work, completed part of assigned work, etc.).
- Current period demographic reports for adult and juvenile referrals that include gender, age ranges, employment status, ethnicity, offense type, and whether referrals were interviewed.

Expenses not expressly authorized by this Agreement will not be reimbursed.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.
5. This Amendment shall be governed by and construed under the internal laws of

the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

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: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: County of Sonoma

CERTIFICATES OF
INSURANCE ON FILE WITH
AND APPROVED AS TO
SUBSTANCE FOR COUNTY

By: _____

Vanessa Fuchs,
Chief Probation Officer

Date: _____