

**The Indigo Project LLC**  
**Amendment Number 3**  
to the Agreement to Provide  
**SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM**  
**CONSULTING SERVICES**

Funding Amount: **\$357,000.00**  
Term: **08/03/2020 to 06/30/2025**  
Agreement Number: FYC-TIP-STRTP-2022

This Amendment Number 3 ("Amendment") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The Indigo Project LLC, a California Corporation, (hereinafter "Contractor").

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement. The parties mutually desire to amend said Agreement to make the following changes:

1. Revise Article 2, Payment, to increase the Agreement amount by Fifty-Eight Thousand Two Hundred Dollars (\$58,200.00) for a new total of Three Hundred Fifty-Seven Thousand Dollars (\$357,000.000); and
2. Revise Article 3, Term of Agreement, to extend term; and
3. Revise the number of Ongoing Project Management and Communication Reports in the Deliverables by Project Phase table in Section 2.2 of Exhibit B.

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated August 3, 2020, for Short-Term Residential Therapeutic Program Consulting Services; and

WHEREAS, County and Contractor desire to amend the Agreement to increase funding for additional project management and communication reports, and extend the term to June 30, 2025;

NOW, THEREFORE, the parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein and hereto agree as follows:

SPECIFIC PROVISIONS

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a fee for service basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Three Hundred Fifty-Seven Thousand Dollars (\$357,000.000), without the prior written approval of County. 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.

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3. Term of Agreement.

The term of this Agreement shall be from 08/03/2020 to 06/30/2025 unless terminated earlier in accordance with the provisions of Article 4 below.

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**Exhibit B: Fiscal Provisions/Budget**

2. Unit Costs.

2.1. As compensation for all services contemplated by this Agreement, Contractor shall be reimbursed for services delivered as set forth in Exhibit A and within a timeframe agreed upon by County.

2.2. Contractor shall be compensated on a unit cost basis as set forth below. Costs are inclusive of all costs associated with the project including contractor time, materials, and travel expenses.

<b>Deliverables by Project Phase</b>	<b>Cost</b>
<b>Ongoing Project Management and Communication</b> <i>Deliverables:</i> <b>Quarterly Progress Reports (16 total)</b> Upon completion of each quarter, Contractor will submit a brief progress report outlining key accomplishments as well as documenting ongoing project management and communication activities including meetings, site visits, and work planning sessions.	\$7,275 per quarter up to a total of \$116,400

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number FYC-TIP-STRTP-2022 and previous Amendments shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment 3 shall be effective on and as of the date of the last signature.

CONTRACTOR

The Indigo Project LLC

By: 

Name: Roberta Chambers  
Title: Executive Director

Date: August 30, 2023

COUNTY OF SONOMA

By: \_\_\_\_\_

Name: Angela Struckmann  
Title: Director, Human Services  
Department

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

APPROVED AS TO SUBSTANCE FOR  
COUNTY

By: 

Name: Donna Broadbent  
Title: Director, Family, Youth &  
Children's Services Division

EXEMPT FROM COUNTY COUNSEL  
REVIEW

APPROVED AS TO FORM FOR COUNTY

By:   
County Counsel

CERTIFICATES OF INSURANCE ON FILE  
WITH COUNTY

INSURANCE REQUIREMENT CHANGES  
APPROVED OR WAIVED BY RISK  
MANAGEMENT

By: 