

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter, "County") and Resource Development Associates, a corporation (hereinafter, "Consultant").

RECITALS

WHEREAS, County and Consultant entered into an Agreement for Consultant to perform evaluations of criminal justice and human services programs, dated July 19, 2016, including all extensions thereof (collectively, the "Agreement"); and

WHEREAS, Section 8 of the Agreement provides that the parties may modify or amend the Agreement in writing; and

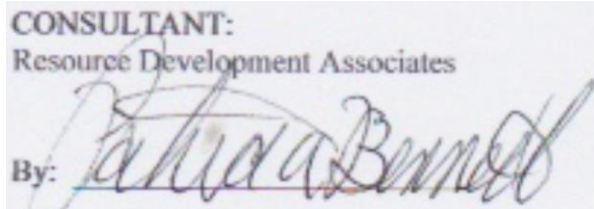
WHEREAS, the parties wish to amend the Agreement for the purposes of increasing the not-to-exceed amount; clarifying reporting, fiscal management, and audit requirements; and modifying the Fee Schedule included therein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. Article 2, entitled "Payment," is hereby replaced in its entirety by the Amended Article 2 attached hereto and incorporated herein by this reference. All references in the Agreement to Article 2 shall now mean and refer to Amended Article 2.
2. Exhibit B to the Agreement, entitled "Fee Schedule," is hereby replaced in its entirety by the Amended Exhibit B attached hereto and incorporated herein by this reference. All references in the Agreement to Exhibit B shall now mean and refer to Amended Exhibit B.
3. All other provisions of the Agreement are unchanged and shall remain in full force and effect throughout the remaining balance of the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

CONSULTANT:
Resource Development Associates
By: 
Name: Patricia Bennett
Title: President and CEO
Date: 2-21-2019

COUNTY:
County of Sonoma

APPROVED AS TO SUBSTANCE FOR
COUNTY:


By: _____
David Koch, Chief Probation Officer

Date: _____

By: _____
Mark Essick, Sheriff-Coroner

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: 
County Counsel

Date: 2-21-19

2. Payment.

- 2.1. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B Fee Schedule, provided, however, that total payments to Consultant shall not exceed \$1,250,000 without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 2.2. 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 County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.
- 2.3. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant 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.
- 2.4. If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, then 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, Consultant agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 14. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.
- 2.5. Federal Funding: This Section 2.5 is applicable if any of this Agreement will be paid with federal awards.

Required Information: As a pass-through entity, County is required to provide certain information regarding federal awards to Consultant as a subrecipient. In signing this Agreement, Consultant acknowledges receipt of the following information regarding federal awards that will be used to pay part of this Agreement:

2018 Justice and Mental Health Collaboration Program

- a. Catalog of Federal Domestic Assistance Number: 16.745

- b. Catalog of Federal Domestic Assistance Title: Criminal and Juvenile Justice and Mental Health Collaboration Program
- c. Federal Agency: U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
- d. Federal Award Identification Number: 2018-MO-BX-0008
- e. Federal Award Amount: \$750,000

2018 Improving Reentry for Adults with Co-occurring Substance Abuse and Mental Illness

- a. Catalog of Federal Domestic Assistance Number: 16.812
- b. Catalog of Federal Domestic Assistance Title: Second Chance Act Reentry Initiative
- c. Federal Agency: U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
- d. Federal Award Identification Number: 2018-RW-BX-0007
- e. Federal Award Amount: \$750,000

Title 2 Code of Federal Regulations Part 200: As a subrecipient of federal awards, Consultant is subject to the provisions of Title 2 Code of Federal Regulations Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Consultant acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$750,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Consultant agrees to provide County with a copy of the audit report within nine months of Consultant's fiscal year-end.

Audits: Consultant agrees that all expenditures of state and federal funds furnished to Consultant pursuant to this Agreement are subject to audit by County, state agencies, and/or federal agencies. Consultant warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14 days' notice of intent of County to audit Consultant. Consultants subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

Copy of Audit: Consultant agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than nine months after the end of Consultant's fiscal year, whichever comes first. Consultant's agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

Retention of Audit Report: Consultant agrees that audit reports and work papers shall be retained for a minimum of seven years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

Repayment: Consultant is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Consultant under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

EXHIBIT B FEE SCHEDULE

Consultant will charge for services in quarter-hour increments based on the current scope of work agreed to in writing by County and Consultant. The scope of work will divide hours of work among different projects (“phases”) and staff positions (Project Director, IT Director, Project Manager, Project Associate, and Research Analyst). The number of hours charged to any staff position within a phase may not exceed the agreed upon hours by more than 20 percent without written approval from County. Additionally, total cost for the work performed under the current scope of work may not exceed the grand total of the combined phases without written approval from County.

In fiscal year 2018-19 (July 1, 2018, through June 30, 2019), Consultant will bill hours according to the following table. These rates include all personnel, fringe, materials, equipment, insurance, communications, indirect, facilities, and administrative costs. Travel time will be billed at one-half the hourly rates indicated in the table.

Position	Hourly Rate
Project Director	\$200
IT Director	\$175
Project Manager	\$150
Project Associate	\$140
Research Analyst	\$125

If Consultant performs work in future fiscal years under this Agreement, County will change the rates set forth in the table above each fiscal year by the annual rate of change of the Consumer Price Index for the San Francisco Metropolitan Statistical Area, as indicated in the “Fiscal Year Averages” table, using the latest observed (not forecasted) consumer price data available as of June 30. This information appears in the State of California Department of Finance website (<http://www.dof.ca.gov/Forecasting/Economics/Indicators/Inflation>). If this data source is not available in future years, comparable data from the United States Department of Labor website will be used.

Example: If the latest observed consumer price data on June 30, 2019, reflects fiscal year 2017-18 and indicates a change of 3.2% over the previous fiscal year, then the Project Director’s hourly rate in fiscal year 2019-20 would increase by 3.2% and be rounded to the nearest whole dollar for a new rate of \$206 per hour.

If requested by County in writing, Consultant will provide translation services at the cost of service, as verified by invoices, or \$100 per hour, whichever is lower.