

**SECOND AMENDMENT
TO
AGREEMENT FOR CONSULTING SERVICES**

This Second Amendment ("Amendment"), dated as of June 3, 2020, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and The Glen Price Group, a strategic planning and resource development firm and California corporation, hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated July 12, 2016, for grant writer services; and

WHEREAS, by Section 3 of the Agreement, County and Consultant agree to extend the Agreement for a one-year period by executing an amendment to the Agreement; and

WHEREAS, County and Consultant agreed to increase the level of services and establish a new annual not-to-exceed limit in the First Amendment;

WHEREAS, in the judgment of the County Administrator, it is necessary and desirable to continue to employ the services of Consultant for grant research and writing services and to maintain the level of services and annual not-to-exceed limit agreed upon in the First Amendment;

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

AGREEMENT

1. Section 2 Payment is hereby deleted in its entirety and replaced with the following language:

Section 2. Payment. Consultant shall be paid an amount up to, but not to exceed, \$225,000 annually. Payment shall include:

- a) \$2,000 per month for twelve months to provide services outlined in the Scope of Work.
- b) Up to an annual maximum of \$126,000 annually for Comprehensive Proposal Development Services as described in Sections 1.4, 1.5, and 1.6 of the Scope of Work. Pricing for work completed under Section 1.4 of the Scope of Work will vary dependent upon degree of complexity, quality of existing material, available, amount of original research work needed, amount of collaborative/partnership development required, and other factors. The cost of each project will be determined by the Consultant and approved by the County Administrator's designee prior to the commencement of any work. Prior to commencing any work on an individual project proposal, Consultant and County shall execute a written memorandum specifying the specific work to be performed by Consultant and the specific amount to be paid by the County for such work. A general cost range for proposals is included in Exhibit "B". As requested by County staff and approved by the County, funds may be used for planning projects related to resource development.
- c) Up to an annual maximum of \$75,000 for additional support departmental

proposal development, staff development or funding opportunity monitoring and research. Pricing will vary dependent upon degree of complexity, quality of existing material available, amount of original research needed, amount of collaborative/partnership development required, and other factors. A general cost range for proposals is included in Exhibit "B". The cost of each project will be determined by the Consultant and approved by the County Administrator's designee prior to the commencement of any work. Prior to commencing work on an individual project proposal, Consultant and County shall agree upon a written scope of work specifying the work to be performed by the Consultant and specific amount to be paid by the County for such work.

Compensation Changes: Upon not less than 30 days prior written notice and approval by the County Administrator, Consultant may change the monthly and hourly rates up to a maximum of three percent (3%) per year, commencing one year from date of execution of this Agreement and not more than once every 12 months thereafter. The County Administrator's approval, although not guaranteed, will be determined based upon the annual change in the Bay Area Consumer Price Index and Consultant's demonstrated increased costs for doing business.

Invoices/Payments. Consultant shall submit its bills in arrears on a monthly basis in a form approved by the County Administrator. For services billed on a "per project" basis, the bills shall identify the specific services completed during the month and the amount charged for such services. For services billed on a "per hour" basis (i.e., the services described in subsections 2(b) and 2(c) above), 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(s) of the persons performing the task(s).

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 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.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant 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 12. 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. Section 3 - Term of Agreement is hereby deleted in its entirety and replaced with the following language:

Section 3. Term of Agreement. The term of this agreement shall be from the 'Effective Date' to June 30, 2021, unless terminated earlier in accordance with the provisions of Article 4 of the Agreement. Notwithstanding the foregoing, County and Consultant may agree to extend the term of the Agreement for one (1) additional one-year period by executing an amendment to this Agreement. Such extension and amendment shall be approved by the Board of Supervisors.

3. 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.
4. 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 CONSULTANT 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.

GLEN PRICE GROUP:

By:

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

By: _____

Name: Sheryl Bratton

Title: County Administrator

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
Deputy County Counsel

Date: _____

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

By: _____

Date: _____

