

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated as of March 11, 2021, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Working Solutions CDFI, a California 501(c)(3) corporation, hereinafter referred to as ("Consultant").

**RECITALS**

WHEREAS, County and Consultant entered into that certain Agreement, dated September 21, 2020, for processing applications for distribution of CARES funds pursuant to County-developed criteria; and

WHEREAS, County and Consultant desire to amend the Agreement to provide additional services,

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

**AGREEMENT**

1. Paragraph 2.1, Distributable Funds, shall be amended to read as follows:

Consultant shall be provided, for the sole purpose of distribution to approved recipients pursuant to the relief program as described in Exhibit B, the amount of \$2,345,000, the entire sum of which shall be distributed to recipients and not retained by Consultant. Such funds shall be provided by the County at such times and in such portions as deemed reasonable by the County, in its discretion, to allow distribution to recipients

2. Exhibit B, Payment, shall be amended to read as attached.

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.

**CONSULTANT: WORKING SOLUTIONS  
CDFI**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**COUNTY OF SONOMA:**

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

By: \_\_\_\_\_  
Department Head

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

**APPROVED AS TO FORM FOR COUNTY:**

By: \_\_\_\_\_  
County Counsel

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

**AGREEMENT EXECUTED**

By: \_\_\_\_\_  
Director  
Economic Development Department

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

## Exhibit B - Payment

Consultant shall be paid at a rate of 10% for the first \$650,000 in grants issued, and a rate of 5.5% thereafter.

Admin Fee - 10% of first \$650,000 issued	65,000
Admin Fee - 5.49% of remaining grants issued	93,057
Total Grants	2,345,000
Total Fees	<u>158,057</u>
Total CARES Funding	2,503,057