

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
BOYS AND GIRLS CLUB OF THE REDWOODS
FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022**

This First Amendment to the Professional Services Agreement, dated March 3, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Boys and Girls Club of the Redwoods, a California nonprofit corporation, hereinafter referred to as "CONTRACTOR," is entered into this ____ day of _____, 2021.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Child Welfare Services, desired to retain a qualified professional organization to provide certain training and referral services that are designed to reduce the behavioral health impacts that may result from abuse and trauma experienced by youth residing in Humboldt County; and

WHEREAS, on March 3, 2020, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such training and referral services; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to modify the compensation, payment and execution requirements set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Sixty Thousand Dollars (\$60,000.00). In no event shall the maximum amount paid under this Agreement exceed Twenty Thousand Dollars (\$20,000.00) per fiscal year for fiscal years 2019-2020 through 2021-2022. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full. Any shifts in funds budgeted for personnel costs must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty percent (20%) of the budgeted amounts between all other categories without COUNTY's prior written authorization. Indirect Costs are not allowed to exceed ten percent (10%) of the total modified direct costs per the federal Office of Management and Budget's Uniform Administrative Requirements.

C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

2. Section 5 – Payment of the Professional Services Agreement is hereby amended to read as follows:

5. PAYMENT:

CONTRACTOR shall submit to COUNTY quarterly invoices itemizing any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement within twenty-seven (27) days after the end of each calendar quarter. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be in a format approved, and include any and all appropriate backup documentation as specified, by Director and the Humboldt County Auditor-Controller. Payment for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Child Welfare Services
Attention: Financial Services
507 F Street
Eureka, California 95501

3. Section 39 – Counterpart Execution of the Professional Services Agreement is hereby amended to read as follows:

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

4. The Professional Services Agreement is hereby amended to delete Exhibit B – Schedule of Rates (“Exhibit B”), and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.

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5. Except as modified herein, the Professional Services Agreement dated March 3, 2020 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

BOYS AND GIRLS CLUB OF THE REDWOODS:

By: John B Fullerton

Date: _____

Name: John B Fullerton

Title: Treasurer

By: Michelle Costantine

Date: 5/28/21

Name: Michelle Costantine

Title: V.P.

COUNTY OF HUMBOLDT:

By: _____
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Rauffer
Risk Management

Date: 06/29/2021

LIST OF EXHIBITS:

Exhibit B – Schedule of Rates

EXHIBIT B
SCHEDULE OF RATES
Boys and Girls Club of the Redwoods
For Fiscal Years 2019-2020 through 2021-2022

COUNTY shall compensate CONTRACTOR for the training and referral services provided pursuant to the term and conditions of this Agreement at the following maximum rates of compensation:

Personnel Costs	2019-20	2020-21	2021-22	Total
Salaries	\$ 14,287.00	\$14,586.00	\$ 14,781.00	\$ 43,654.00
Fringe Benefits (16%)	\$ 2,286.00	\$ 2,334.00	\$ 2,365.00	\$ 6,985.00
Total Personnel Costs	\$ 16,573.00	\$ 16,920.00	\$ 17,146.00	\$50,639.00
Operating Costs	\$ 1,427.00	\$ 1,080.00	\$ 854.00	\$ 3,361.00
Indirect Costs (10%)	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00
Total Budget	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00

Fluctuations of up to ten percent (10%) of salary costs to account for wage increases, new hires, *etc.* are allowable if the total amount of personnel costs does not increase. Any shift of funds to or from the personnel category must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty-percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.