

**SECOND AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
BIG BROTHER AND BIG SISTERS OF THE NORTH COAST, INC
FOR FISCAL YEAR 2021-2022**

This "Second Amendment to the Professional Services Agreement" (the "Second Amendment") is entered into, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Big Brothers and Big Sisters of the North Coast, Inc., a California nonprofit organization, hereinafter referred to as "CONTRACTOR," on the last date signed below for the following consideration:

WHEREAS, COUNTY, by and through its Department of Health and Human Services Department – Social Services, desired to retain a qualified professional organization to implement a one-to-one youth mentorship program that is designed to reduce the need for child welfare and behavioral health intervention services in Humboldt County; and

WHEREAS, on August 9, 2021, COUNTY and CONTRACTOR (collectively, the "Parties") entered into a Professional Services Agreement (the "Agreement") regarding implementation of a one-to-one youth mentorship program in Humboldt County; and

WHEREAS, on November 16, 2021 the Parties amended the Agreement to modify the PAYMENT section of the Agreement and EXHIBIT C thereto to allow for more specific payment terms and invoicing cycles; and

WHEREAS, the Parties now desire to amend certain provisions of the Agreement and increase the overall budget.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the Parties mutually agree to further amend the Agreement as follows:

- I. Section 4 – Compensation, of the Agreement is hereby amended and replaced in its entirety to read as follows:
 - 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 One Hundred One Thousand, Eight Hundred Seventy-Four Dollars (\$101,874.00). 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 any applicable local, state or federal funding sources or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth 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.

- 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. The Agreement is hereby amended to replace Exhibit B – Schedule of Rates (“Exhibit B”) in its entirety with the attached version of Exhibit B – Schedule of Rates which is incorporated herein by reference as if set forth in full. The Parties hereby agree the attached version of Exhibit B – Schedule of Rates shall supersede any and all prior versions thereof as of the effective date of this Second Amendment.
3. Except as expressly modified herein, the Agreement, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the Agreement or any prior amendments thereto, the provisions of this Second Amendment shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment as of the last date written below.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

BIG BROTHERS BIG SISTERS OF THE NORTH COAST, INC.:

By: DocuSigned by: Maria Ortega
D3D31BD4E1A247A...
 Name: Maria Ortega
 Title: BBBSNC TREASURER

Date: 5/13/2022

By: DocuSigned by: Michelle Rowland
C10ADBEC8C554FB...
 Name: Michelle Rowland
 Title: BBBSNC Board of Directors Chair

Date: 5/13/2022

COUNTY OF HUMBOLDT:

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

Date: 6/7/22

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Phillips, Amanda
Digitally signed by Phillips, Amanda Date: 2022.05.13 14:18:17 -0700
 Risk Management

Date: _____

LIST OF AMENDED EXHIBITS:

Exhibit B – Schedule of Rates

**EXHIBIT B
SCHEDULE OF RATES**

Big Brothers Big Sisters of the North Coast, Inc.
For Fiscal Year 2021-2022

1. RATE OF COMPENSATION:

COUNTY shall compensate CONTRACTOR for the program implementation services provided pursuant to the terms and conditions of this Agreement based on the following maximum rates of compensation:

Personnel Costs:	
Title: Program Specialist Description of Duties: Attend staff meetings, submit accurate and timely reports—time sheets, monthly work reports, etc., participate in agency-wide activities, represent Big Brothers Big Sisters of the North Coast to the public, maintain strong relationship with supervisor, assist with agency events and fundraisers as needed, monthly reporting, and all other duties as assigned.	\$28,316
Title: Enrollment Match Support Specialist Description of Duties: Attend staff meetings, submit accurate and timely reports—time sheets, monthly work reports, etc., participate in agency-wide activities, represent Big Brothers Big Sisters of the North Coast to the public, maintain strong relationship with supervisor, assist with agency events and fundraisers as needed, monthly reporting, and all other duties as assigned.	\$35,613
Title: Match Support/Office and Events Coordinator Description of Duties: Attend staff meetings, submit accurate and timely reports—time sheets, monthly work reports, etc., participate in agency-wide activities, represent Big Brothers Big Sisters of the North Coast to the public, maintain strong relationship with supervisor, assist with agency events and fundraisers as needed, monthly reporting, and all other duties as assigned.	\$9,276
Total Personnel Costs:	\$73,205
Total Benefits @ 15%	\$12,920
Total Personnel Costs:	\$86,125
Operational Costs:	
Travel Costs: Mileage – Mileage at IRS approved rate	\$1,149
Total Operational Costs:	\$1,149
Other Costs:	
Office Space: Rent	\$12,600
Recruitment/Enrollment of Volunteers	\$2,000
Total Other Costs:	\$14,600
Total:	\$101,874

Fluctuations of up to 10% of salary calculation to account for wage increases, new hires etc. are allowable if total amount of Personnel Costs category 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 20% of budgeted amounts between all other budget categories without prior written approval by COUNTY.