

SECOND AMENDMENT TO AGREEMENT NO. C-227

BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

PACIFIC STRATEGIES

This **SECOND AMENDMENT TO AGREEMENT** (“Second Amendment”) entered into as of the 11th day of September, 2009 (“Date of Agreement”), is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“COMMISSION”) and **PACIFIC STRATEGIES**, a sole proprietorship (“CONSULTANT”). The Original Agreement, the First Amendment and this Second Amendment are and shall be administered by the Executive Director of COMMISSION or his/her authorized designee (“ADMINISTRATOR”).

RECITALS

A. COMMISSION and CONSULTANT previously entered into that certain Agreement for the Provision of Consultant Services dated May 2, 2007, under which the COMMISSION granted funds for the services described in Exhibit A therein (“Original Agreement”).

B. Pursuant to the Original Agreement, COMMISSION granted to CONSULTANT funds to further the purposes of and implement COMMISSION’s Strategic Plan.

C. On May 7, 2008 COMMISSION entered into a First Amendment to the Original Agreement with CONSULTANT which added additional funding of \$195,000 and extended the term of the Agreement through June 30, 2009.

D. On June 2, 2004, COMMISSION authorized its Executive Director or designee to award additional funding not to exceed ten percent (10%) for CONSULTANT services. Pursuant to the Executive Director’s authority, CONSULTANT is hereby awarded an additional \$7,810.

E. COMMISSION has now awarded additional funding for the Project to CONSULTANT pursuant to COMMISSION authorization on June 2, 2004, and CONSULTANT desires to accept additional funding in order to provide additional services under the terms and conditions of the Original Agreement, as amended by this Second Amendment. The Original Agreement, the First Amendment and this Second Amendment are referred to collectively as the “Agreement”.

F. The parties desire by this Second Amendment to amend and restate the maximum payment obligation of COMMISSION under this Agreement.

G. The parties desire by this Second Amendment to set forth certain modifications, and clarifications to the terms and conditions of the Original Agreement.

NOW THEREFORE, based on the foregoing Recitals, which are a substantive part of this Second Amendment, and in consideration of the covenants contained herein, COMMISSION and CONSULTANT agree as follows:

1. MAXIMUM PAYMENT OBLIGATION. Additional funding of Seven Thousand Eight Hundred Ten Dollars (\$7,810) is provided by COMMISSION to CONSULTANT by this Second Amendment for a cumulative total of Three Hundred Two Thousand Eight Hundred Ten Dollars (\$302,810) is provided by the Agreement for the Project. Paragraph 8.1 of the Original Agreement, Maximum Payment Obligation, with respect to CONSULTANT is hereby amended to read as follows: “Maximum Payment Obligation: Three Hundred Two Thousand Eight Hundred Ten Dollars (\$302,810)”, which is the sum of (a) the first allocation of \$100,000 on May 2, 2007, (b) the second allocation of \$195,000 on May 7, 2008 and (c) this third allocation of \$7,810 as awarded under the Executive Director’s authority on June 2, 2004 under this Second Amendment.

2. Paragraph 1 of Exhibit C to the Agreement is hereby amended to read as follows:

“1. Payment

CONSULTANT shall bill COMMISSION for services provided under this Agreement up to a Maximum Payment Obligation of \$302,810. Services shall be billed monthly by invoice for performance tasks described in the Scope of Services, Exhibit B, and completed pursuant to the following compensation schedule:

1.1 CONSULTANT’s hourly rates are as follows:

Project Lead staff: \$200; and
Administrative/Support staff: \$100.

1.2 Porter Novelli’s hourly rates are as follows:

Level 1 (Staff Support/Intern)	\$70
Level 2 (Account Coordinator)	\$120
Level 3 (Assistant Account Executive)	\$140
Level 4 (Account Executive)	\$160
Level 5 (Senior Account Executive)	\$185
Level 6 (Account Supervisor)	\$210
Level 7 (Account Manager)	\$225
Level 8 (Vice President)	\$250
Level 9 (Senior Vice President)	\$300
Level 10 (Executive Vice President/Partner)	\$350”

4. No Other Changes. Except as amended by this Second Amendment, the terms of the Original Agreement as previously amended by the First Amendment shall remain in full force and effect as written and entered into between COMMISSION and CONSULTANT.

[Signature blocks for Second Amendment on following pages.]

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of the date and year set forth above in the first paragraph hereof and have executed this Second Amendment in the County of Orange, California.

**CHILDREN AND FAMILIES COMMISSION OF
ORANGE COUNTY, a public body and legal
public entity**

By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

By: _____
DARLENE J. BLOOM
Clerk of COMMISSION

Dated: _____

**CONSULTANT: Pacific Strategies, a Sole
Proprietorship**

By: _____
Matthew Cunningham

Date: _____