



**Contract Number**

17-896 A-3

**SAP Number**

4400006096

**County Administrative Office**

<b>Department Contract Representative</b>	Josh Candelaria
<b>Telephone Number</b>	909 387-4821
<b>Contractor</b>	Potomac Partners DC, LLC
<b>Contractor Representative</b>	Rick Alcalde
<b>Telephone Number</b>	202-544-4848
<b>Contract Term</b>	December 1, 2020 - November 30, 2021
<b>Original Contract Amount</b>	\$501,500
<b>Amendment Amount</b>	\$186,000
<b>Total Contract Amount</b>	\$687,500
<b>Cost Center</b>	1100011000

**IT IS HEREBY AGREED AS FOLLOWS:**

The second of two one-year optional contract extensions under Section C, TERM OF CONTRACT, is hereby exercised and Agreement No. 17-896 is amended as follows:

DELETE existing language in Section C, "TERM OF CONTRACT" and add the following new language to Section C., "TERM OF CONTRACT" as follows:

This Contract is effective December 6, 2017 and expires November 30, 2021, but may be terminated earlier in accordance with provisions of this Contract.

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly deliver to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

DELETE existing language in E.1, "Fiscal Provisions" and add the following new language to E.1, "Fiscal Provisions" as follows:

The maximum amount of payment under this contract shall not exceed \$687,500, and shall be subject to availability of other funds to the County. The consideration shall be paid to the Contractor, as provided herein, shall be full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. If the term is extended, County will determine the amount of any additional compensation.

DELETE existing language in E.2, "Fiscal Provisions" and add the following new language to E.2, "Fiscal Provisions" as follows:

For performance of such services, County shall pay an amount not to exceed \$687,500 for the term of the Contract. For the period June 26, 2019 through June 30, 2019, County shall pay an amount not to exceed \$13,000 for federal advocacy services, including the additional scope of work to include federal advocacy services for the High Desert Corridor. For the period July 1, 2019 through November 30, 2019, County shall pay an amount not to exceed \$15,500 per month for federal advocacy services, including the additional scope of work to include federal advocacy services for the High Desert Corridor. For the period December 1, 2019 through November 30, 2021, County shall pay an amount not to exceed \$15,500 per month for federal advocacy services, including the additional scope of work to include federal advocacy services for the High Desert Corridor. For all other months of the Contract, County shall pay \$12,500 per month for the term of the Contract. The compensation is payable in monthly installments in arrears. Contractor will provide detailed invoices describing the services rendered during that time period.

ADD Section K., "CONTRACT EXECUTION" as follows:

**K. CONTRACT EXECUTION**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

All other terms and conditions of the Contract shall remain in full force and effect as written.

COUNTY OF SAN BERNARDINO

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

▶ \_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

Title \_\_\_\_\_  
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶ \_\_\_\_\_  
Penny Alexander-Kelley, Chief Assistant County  
Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶ \_\_\_\_\_  
Date \_\_\_\_\_