



Contract Number

SAP Number

ECONOMIC DEVELOPMENT

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|---|--|
| Department Contract Representative | <u>Soua Vang</u> |
| Telephone Number | <u>(909) 387-4385</u> |
| Contractor | <u>Spaulding Thompson & Associates</u> |
| Contractor Representative | <u>Jessica Spaulding</u> |
| Telephone Number | <u>(949) 305-2780</u> |
| Contract Term | <u>July 1, 2016 – June 30, 2022</u> |
| Original Contract Amount | <u>\$420,000</u> |
| Amendment Amount | <u>\$84,000</u> |
| Total Contract Amount | <u>\$504,000</u> |
| Cost Center | <u>6010001000</u> |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3 TO CONTRACT NO. 16-239

WITNESSETH:

WHEREAS, on May 24, 2016, the Board of Supervisors (Board) for the County of San Bernardino (County) (Item No. 72) approved Agreement No. 16-239 (Agreement) with Spaulding Thompson & Associates (Vendor) in the not-to-exceed amount of \$252,000 (\$84,000 per year) to provide professional communications and media relation services for the period of July 1, 2016, through June 30, 2019, with the option to extend the Agreement for two additional one-year periods; and

WHEREAS, the Agreement authorized the County to extend the term of the Agreement, under the same terms and conditions, by two additional one year terms upon Vendor's satisfactory performance; and

WHEREAS, on June 11, 2019 (Item No. 29), the Board approved Amendment No. 1 to the Agreement, which exercised the County's first option to extend the term of the Agreement by one year for a total contract period of July 1, 2016 through June 30, 2020, and increased the contract amount by \$84,000, from \$252,000 to an amount not-to-exceed \$336,000; and

WHEREAS, on May 19, 2020 (Item No. 48), the Board approved Amendment No. 2 to the Agreement, which exercised the County's second option to extend the term of the Agreement by one year for a total contract

period of July 1, 2016 through June 30, 2021, and increased the contract amount by \$84,000, from \$336,000 to an amount not-to-exceed \$420,000; and

WHEREAS, the current COVID-19 pandemic has postponed several of the County's Economic Development Department's goals and objectives, which the Vendor plays a major role in, including the annual State of the County which has been postponed to the fall of 2021. This proposed amendment would allow for this work to continue without interruption; and

WHEREAS, the Parties desire to extend the term of the Agreement, by an additional year, pursuant to Section B.17 of the Agreement, to allow for continuation of communications and media relation services without interruption while the County prepares to conduct another competitive procurement; and

NOW, THEREFORE, the County and Vendor hereby agree to amend the Agreement as follows:

1) Section A. Term is hereby deleted and replaced with the following:

The term of this Agreement is for a six year period, beginning July 1, 2016 and ending June 30, 2022.

The County reserves the right to terminate the entire Agreement with a ten (10) day written notice of termination in the event the Vendor does not perform service in a satisfactory manner.

The County and the Vendor each reserve the right to terminate the Agreement, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein.

2) Section C (5). Payment is hereby deleted and replaced with the following:

The Vendor shall receive an amount not to exceed \$504,000, \$84,000 not to exceed amount per fiscal year, for all services, as set forth in Section D, provided from July 1, 2016, through June 30, 2022.

3) The Parties agree that this Amendment No. 3 may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Amendment No. 3 is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Amendment No. 3. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 3 (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 Amendment No. 3 upon request.

4) All other terms and conditions of Contract No. 16-239, as amended, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused the respective names to be hereunto subscribed and their respective seals to be hereunto affixed by their respective proper offices thereunto duly authorized.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

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

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

| | | |
|--|----------------------------------|--|
| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
| ► _____ Sophie A. Akins, Deputy County Counsel | ► _____ | ► _____ Soua Vang, Interim Director Economic Development Department |
| Date _____ | Date _____ | Date _____ |