

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002105
WITH B2K SOCIAL VENTURES, LLC, DBA THIRD PLATEAU SOCIAL IMPACT STRATEGIES**

This First Amendment to Agreement number F002105 dated January 27, 2020 ("Agreement") is made as of this _____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and B2K Social Ventures, LLC DBA Third Plateau Social Impact Strategies ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide strategic planning services.
- B. City and Consultant now desire to amend the Agreement for the purpose of expanding the Scope of Services, increasing the Compensation and extending the Time of Performance.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1. Scope of Services, Compensation

Exhibit A & B to the Agreement is replaced by Exhibit A-1 & B-1 attached to this Amendment.

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$85,000.00 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of one hundred sixty-five thousand dollars and no cents (\$165,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number GL Key 08045."

3. Section 12. Time of Performance

The last sentence of Section 12 is amended to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30 2022."

4. Section 20. Counterparts and Electronic Signatures

Section 20 (Counterparts and Electronic Signatures) is added to the Agreement after

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Section 19 (Authority; Signatures Required for Corporations) as follows:

“Section 20. Counterparts and Electronic Signatures. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: B2K Social Ventures, LLC DBA
Third Plateau Social Impact Strategies

By: _____

TYPE OF BUSINESS ENTITY (*check one*):

Print Name: _____

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Title: _____

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Office of the City Attorney

Print Name: Jonathan Kaufman

ATTEST:

Title: Co-Founder & Principal

City of Santa Rosa Business Tax Cert. No. _____

City Clerk