AMENDMENT TO CONTRACT
#____1____

The County of San Benito ("COUNTY") and EMC Planning Group, Inc. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.
COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated April 21, 2020 .

b. Prior Amendments. (Check one.)
[✓] The initial contract previously has not been amended.
[ ] The initial contract previously has been amended. The date(s) of prior amendments are as follows:

c. Incorporation of Original Contract.
The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.
The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)
[✓] The term of the original contract is not modified.
[ ] The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)
[ ] The services specified in the original contract (Exhibit 1) are not modified.
[✓] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[✓] The services specified in the original contract are modified only as specified below:

Modified Scope of Services:
(Insert modified or new services.)

Original Contract (Exhibit 1) is hereby amended to add additional services to the preparation of a report on the proposed General Plan initiative measure to Elections Code section 91111.

Paragraph 2. of Professional Services Agreement is hereby amended to read as follows:

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services related to preparation of a report on a proposed General Plan amendment initiative to include the Strada Verde Innovation measure pursuant to Elections Code section 9111, as more particularly specified in Attachment A to this contract. Attachment A is made part of this contract.

[ ] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

c. Payment Terms. (Check one.)

[ ] The payment terms in the original contract (Exhibit 1) are not modified.

[✓] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[✓] The payment terms are modified only as specified below:

Modified Payment Terms:

(Insert modified or new payment terms.)

Item 3 (Compensation for Services) to the original contract (Exhibit 1) is hereby amended to increase the compensation by an additional amount not to exceed $79,837.50, as follows:

Original Contract:	$ 90,637.25
1st Amendment:	$ 79,837.50
Total:	$ 170,474.75

Paragraph B-3 of Attachment B to the original contract is hereby amended to read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one

[ ] a total lump sum payment of $_____, or
[✓] a total sum not to exceed $170,474.75_____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

Paragraph B-4 of Attachment B (Payment Terms) is hereby amended to read as follows:

B-4. SPECIAL COMPENSATION TERMS: (check one)

[ ] There are no additional terms of compensation.
[✓] The following specific terms of compensation shall apply:

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Proposal for SBC Strada Verde Initative Evaluation								
Task	**EMC Planning Group Inc.**							
Staff	Senior Principal	Principal	Associate Planner	Desktop Publisher	Graphics	Admin./ Production	**Total Hours**	**Total Cost**
Billing Rate (Per Hour)	$250.00	$225.00	$150.00	$150.00	$125.00	$115.00		
2.1-Administration, Management and Consultation	6.0	4.0	15.0	0.0	0.0	2.0	27.0	$4,880.00
2.2-Research and Prepare Project Description	3.0	10.0	25.0	0.0	3.0	0.0	41.0	$7,125.00
2.3-Fiscal Analysis Review	2.0	4.0	5.0	0.0	0.0	0.0	11.0	$2,150.00
2.4-Review for Impacts on Consistency	1.0	4.0	20.0	0.0	0.0	0.0	25.0	$4,150.00
2.5-Analyze for Impacts on Use of Land	1.0	1.0	2.0	0.0	0.0	0.0	4.0	$775.00
2.6-Impact on Funding for Infrastructure and Employment	1.0	1.0	2.0	0.0	0.0	0.0	4.0	$775.00
2.7-Impacts on Attracting and Retaining Business	1.0	1.0	2.0	0.0	0.0	0.0	4.0	$775.00
2.8-Analyze Impacts for Vacant Parcels	1.0	1.0	10.0	0.0	3.0	0.0	15.0	$2,350.00
2.9-Analyze Open Space and Agriculture Impacts	1.0	1.0	10.0	0.0	3.0	0.0	15.0	$2,350.00
2.10-Other Evaluation Items	3.0	20.0	50.0	2.0	4.0	0.0	79.0	$13,550.00
2.11-Preparation Initiative Evaluation (Draft and Final)	1.0	7.0	2.0	2.0	8.0	5.0	25.0	$4,000.00
2.12-Preparation of Power Point Presentation and (1) BOS Meeting	11.0	2.0	16.0	3.0	1.0	2.0	35.0	$6,405.00
Subtotal (Hours)	32.0	56.0	159.0	7.0	22.0	9.0	**Total Hours**	**Total Cost**
Subtotal (Cost)	$8,000.00	$12,600.00	$23,850.00	$1,050.00	$2,750.00	$1,035.00	**285.0**	**$49,285.00**

Additional Costs	
Production Costs	$500.00
Travel Costs	$250.00
Postal/Deliverables	$25.00
Miscellaneous	$2,000.00
Administrative Overhead 10%	$277.50
Total	**$3,052.50**

Subconsultant Fees	
Applied Development Economics, Inc.	$25,000.00
Subconsultant Overhead 10%	$2,500.00
Total	**$27,500.00**

Total Costs	**$79,837.50**

[ ] The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

[ ] One month in arrears.
[ ] Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
[ ] The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

[ ] a total lump sum payment of $_____, or
[ ] a total sum not to exceed_____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

[ ] There are no additional terms of compensation.
[ ] The following specific terms of compensation shall apply:

d. Other Terms. (Check one.)

[ ] There are no other terms of the original contract that are modified.
[ ] Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR:

EMC Planning Group, Inc.

June 11, 2020

By: Michael J. Groves, President — Date

COUNTY:

San Benito County Board of Supervisors

By: Jaime De La Cruz, Chair — Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

June 12, 2020

By: Joel Ellinwood, Assistant County Counsel — Date

EXHIBIT 1
TO AMENDMENT #___1___

ORIGINAL CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)