

FIRST AMENDMENT TO AGREEMENT NO. C-227

BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

PACIFIC STRATEGIES

This **FIRST AMENDMENT TO AGREEMENT** ("First Amendment") entered into as of the 7nd day of May, 2008 ("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 and this First 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. COMMISSION has now awarded additional funding for the Project to CONSULTANT pursuant to COMMISSION authorization on May 7, 2008, 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 First Amendment. The Original Agreement and this First Amendment are referred to collectively as the "Agreement".

D. The parties desire by this First Amendment to amend the term and maximum payment obligation of COMMISSION under this Agreement.

E. The parties desire by this First 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 First Amendment, and in consideration of the covenants contained herein, COMMISSION and CONSULTANT agree as follows:

1. TERM. The Term, as defined in Section 1 of the Original Agreement, is extended eleven (11) months. The Term is amended and shall be the period commencing June 1, 2007 and continuing through June 30, 2009.

2. MAXIMUM PAYMENT OBLIGATION. Additional funding of One Hundred Ninety Five Thousand Dollars (\$195,000) is provided by COMMISSION to CONSULTANT by this First Amendment for a cumulative total of Two Hundred Ninety Five Thousand Dollars (\$295,000)

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: Two Hundred Ninety Five Thousand Dollars (\$295,000)”, which is the sum of (a) the first allocation of \$100,000 on May 2, 2007 and (b) this second allocation of \$195,000 on May 7, 2008.

3. 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 \$295,000. 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 First Amendment, the terms of the Original Agreement shall remain in full force and effect as written and entered into between COMMISSION and CONSULTANT.

[Signature blocks for First Amendment on following pages.]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the date and year set forth above in the first paragraph hereof and have executed this First 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: _____