

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment (“Amendment”), dated as of _____, 2024, is by and between the County of Sonoma, a political subdivision of the State of California (“County”), and Tryfacta, Inc., a California Corporation hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant previously entered into that certain Agreement, dated November 15, 2021, to provide temporary help services and related services; and

WHEREAS, County and Consultant previously entered into a First Amendment to the Agreement dated January 1, 2022, to amend the Agreement as follows: Exhibit B, Fee Schedule of the Agreement to include the Biostatistician job class; and add General Civil Rights Provisions and Federal Aviation Administration Requirements for possible assignments at the airport; and

WHEREAS, County and Consultant previously entered into a Second Amendment to the Agreement to update the fee schedule to include new Living Wage Ordinance increases from \$17.65 per hour to \$18.10 per hour; and

WHEREAS, County and Consultant desire to enter into a Third Amendment to the Agreement to exercise a one-year renewal in an amount not-to-exceed \$250,000 from January 1, 2025 to December 31, 2025.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Section 2. Payment shall be amended to read as follows:

For all services and incidental costs required hereinunder, Consultant shall be paid on a time and materials/ expense basis in accordance with the budget set forth in Exhibit B provided, however that the total payments to the Consultant shall not exceed \$250,000 for the period January 1, 2025 – December 31, 2025 without prior written approval of the County.

2. Section 3. Terms of Agreement shall be amended to read as follows:

The term of this Amendment shall be from November 15, 2021 to December 31, 2025 with the option to renew for two additional one-year terms, unless terminated earlier in accordance with the provisions of Article 4.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONSULTANT:

Tryfacta, Inc.

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Janell Crane, Human Resources
Director

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

EXECUTED BY:

By: _____
Janell Crane, Human Resources
Director

Date: _____