

## SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Amendment"), dated as of January 1, 2024, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Alvarez Associates, LLC**, a California Limited Liability Company, hereinafter referred to as ("Consultant").

### R E C I T A L S

WHEREAS, County and Consultant entered into that certain Agreement, dated July 1, 2019, for workplace and field security trainings and threat assessment consultations and trainings; and

WHEREAS, County and Consultant entered into a First Amendment dated June 7, 2022, extending the term of the Agreement through June 30, 2024; and

WHEREAS, County and Consultant desire to amend the Agreement to increase the not to exceed amount from \$300,000 to \$320,000.

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

### A G R E E M E N T

1. Paragraph 2. Payment shall be amended to reflect the total payments to Consultant shall not exceed \$320,000 for July 1, 2019, through June 30, 2024, per existing Exhibit **B**. The rest of Paragraph 2 is unchanged and remains in full effect.

2. Section 9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state, and local laws, regulations, statutes, and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

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 Second Amendment as of the effective date.

**CONSULTANT:**  
**Alvarez Associates, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF SONOMA:**

By: \_\_\_\_\_

Janell Crane  
Director of Human Resources

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY:

By: \_\_\_\_\_

Deputy County Counsel

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Janell Crane  
Director of Human Resources

Date: \_\_\_\_\_