<u>Third Amendment</u> <u>to</u> <u>Standard Professional Services Agreement ("PSA")</u> <u>Federal Funds</u>

AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Amendment"), dated as of ______ ("Effective Date") is made by and between the County of Sonoma, a political subdivision of the State of California ("County"), and <Consultant Name> ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement for Consulting Services, dated December 7, 2021, for on-call right of way services ("Original Agreement");

WHEREAS, County and Consultant previously executed a First Amendment, dated June 4, 2024, in order to update Exhibit A and Exhibit B, at no additional cost ("First Amendment");

WHEREAS, County and Consultant previously executed a Second Amendment, dated December 7, 2024, in order to extend the term until December 7, 2025, at no additional cost (the "Second Amendment");

WHEREAS, the Original Agreement as amended by the First Amendment and the Second Amendment is referred to herein as the "Agreement"; and

WHEREAS, County and Consultant desire to further amend the Agreement to extend the term of the Agreement for an additional year.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Section 3 of the Agreement is deleted in its entirety and replaced with the following:

Term of Agreement.

This Agreement commences December 7, 2021 and expires December 7, 2026, unless terminated earlier in accordance with Section 4 of the Agreement.

- 2. 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.
- 3. 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:

COUNTY OF SONOMA:

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By:	CERTIFICATES OF INSURANCE ON
Name:	FILE WITH AND APPROVED AS
Title:	TO SUBSTANCE FOR COUNTY:
Date:	By:
	By: Engineering Technical Writer
	Date:
	AGREEMENT EXECUTED:
	By:
	Director of Sonoma County Public Infrastructure, under authority granted by Board of Supervisors
	Date:
	APPROVED AS TO FORM FOR COUNTY:
	By:
	County Counsel
	Date: