

BOS original
item # 2
8.24.21
Bos/TPW

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment ("Amendment"), dated as of August 24, 2021 is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Daydreamer Cinema, LLC dba Culture Pop Films, hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into an Agreement, dated August 14, 2018, for video production services; and

WHEREAS, County and Consultant entered into a First Amendment, dated November 17, 2020 increasing the contract maximum amount to \$366,067; and

WHEREAS, County and Consultant desire to enter into a Second Amendment to the Agreement to increase the amount of payment for the Agreement and to extend all other terms of the original Agreement for one additional year through August 31, 2022; and

WHEREAS, in the judgment of the Board of Supervisors of the County of Sonoma, it is necessary and desirable to amend the Agreement as set forth above.

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

AGREEMENT

I. Section 2 of the Agreement, entitled "Payment" shall be amended as follows:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the rates set forth in Exhibit A, provided, however, that total payments to Consultant shall not exceed Four Hundred Fifty thousand Sixty Seven dollars (\$566,067), without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Bead of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

II. Section 3 of the Agreement, entitled "Term of Agreement" shall be amended as follows:

The term of this Agreement shall be from September 1, 2018 to August 31, 2022 unless terminated earlier in accordance with the provisions of Article 4 below.

III. This Second Amendment in no way alters the terms and conditions of the agreement except as specifically set forth herein. All other terms and conditions contained in the Agreement shall remain in full force and effect.

IV. 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.

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

CONSULTANT:

By: 
Name: Jamie Tuell
Title: CEO
Date: Aug 30, 2021

COUNTY OF SONOMA

By: 
Chair, Sonoma County Board of Supervisors
Date: 8/24/21

ATTEST: 
By: 
Clerk of the Board of Supervisors

08.21 Culture Pop Second Amendment

Final Audit Report

2021-08-31

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