

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment ("Amendment"), dated as of March 1, 2023 is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Julie Burns, dba The Communication Bridge, hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into an Agreement, dated March 1, 2021, for Spanish Translation Services; and

WHEREAS, County and Consultant entered into a First Amendment, dated August 24, 2021 increasing the contract maximum amount to \$100,000; and

WHEREAS, County and Consultant entered into a Second Amendment, dated March 1, 2022 increasing the contract maximum amount to \$200,000; and

WHEREAS, County and Consultant desire to enter into a Third Amendment to the Agreement to increase the amount of payment for the Agreement and to extend all other terms of the original Agreement up to two additional years through February 28, 2025; 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 the revised rate sheet appended to Exhibit A, provided, however, that total payments to Consultant shall not exceed Four Hundred Fifty Thousand dollars (\$450,000), 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 March 1, 2022 to February 28, 2025 unless terminated earlier in accordance with the provisions of Article 4 below.

- III. This Third 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 Third Amendment as of the effective date.

CONSULTANT:

COUNTY OF SONOMA

By: _____

By: _____
 Chair, Sonoma County Board of Supervisors

Name: Julie Burns, DBA The Communication Bridge

Date: _____

Title: Owner

Date: _____

ATTEST:

By: _____
 Clerk of the Board of Supervisors