

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment ("Amendment"), dated as of April 19, 2021, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Restorative Resources, a California non-profit corporation, hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated July 1, 2018, for delivering Restorative Justice Service for Sonoma County juvenile offenders; and

WHEREAS, County and Consultant desire to amend the Agreement to provide additional services,

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

AGREEMENT

1. Paragraph 2.1, Payment shall be amended to read as follows: For all services required and incidental costs incurred hereunder, Consultant shall be paid in accordance with the rates set forth in the estimated budget and Fee Schedule, attached hereto as Exhibit "B2" and incorporated herein by this reference. The amount to be paid to Consultant for all services performed under this Agreement shall not exceed Three Hundred Sixty-Two Thousand, Five Hundred Dollars (\$362,500). Such amount is not an estimate or minimum guarantee of payment under the Agreement; the amount to be paid under this Agreement shall be made in accordance with the terms set forth herein.

2. Paragraph 3 Term of Agreement, shall be amended to read as follows: The term of this Agreement shall be from July 01, 2018 to December 31, 2021 unless terminated earlier in accordance with the provisions of Article 4 below. Consultant's obligations set forth in Sections 1.2, 5, 8, 9, and 15 shall survive after such termination.

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:
Restorative Resources

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

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

By: _____
David M. Koch, Chief Probation Officer

Date: _____