

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("Amendment"), dated as of January 1, 2022, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Tryfacta, Inc.**, a California Corporation, hereinafter referred to as ("Consultant").

R E C I T A L S

WHEREAS, County and Consultant entered into that certain Agreement, dated November 15, 2021, to provide temporary help services, and related services; and

WHEREAS, County and Consultant desire to amend the Agreement as follows: Exhibit B Fee Schedule of the Agreement to include the Biostatistician job class; and add General Civil Rights Provisions and Federal Aviation Administration Requirements for possible assignments at the airport.

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. Exhibit B Fee Schedule shall be amended to include the Biostatistician job class. The attached updated **Exhibit B** shall replace in its entirety the **Exhibit B** of the original Agreement.
2. General Civil Rights Provisions and Federal Aviation Administration Requirements listed below shall be incorporated into the original Agreement in the event of possible assignments at the airport:

General Civil Rights Provisions. The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice. The County of Sonoma, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including

procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

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: **TRYFACTA, INC.**

By: _____

Title: _____

Date: _____

COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED, ON FILE, AND APPROVED
AS TO SUBSTANC FOR COUNTY:

By: _____

Christina Cramer
Director of Human Resources

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

Title: _____

Date: _____

EXECUTED BY:

By: _____

Christina Cramer
Director of Human Resources

Date: _____

EXHIBIT B FEE SCHEDULE

Tryfacta, Inc. is committed to provide Temporary Staffing Services for the Job classes defined in the below table as per Attachment B of the request for proposal. The hourly bill rates consists of all direct and indirect costs and profit (including payment for all hourly salary, background checks, Payroll taxes, Recruiting employment and program administration fees, Unemployment compensation, Workers compensation, etc.) and other expenses associated with the performance of the work. The hourly bill rates mentioned below shall be used to meet County of Sonoma, CA needs for tasks outlined in the request for proposal.

Please note that we have included a “Minimum” and “Maximum” hourly bill rate range based on years of experience.

- “Minimum” generally denotes someone having One [1] to Two [2] years of relevant experience.
- “Maximum” generally denotes someone having Three [3] to Five [5] years of relevant experience.

Account Clerk I	\$27.82	\$39.29
Account Clerk II	\$30.85	\$42.91
Account Clerk III	\$36.91	\$50.16
Accountant I	\$40.95	\$53.78
Accountant II	\$50.45	\$72.16
Administrative Aide	\$38.72	\$46.30
Administrative Aide Bilingual	\$40.14	\$47.99
Agricultural Assistant	\$28.83	\$34.46
APOSD GIS Technician	\$56.10	\$85.18
Administrative Services Officer I	\$66.20	\$97.25
Biostatistician	\$81.00	120.15
Buyer	\$36.91	\$50.16
Case Management Specialist	\$40.95	\$48.95
Clerical Helper	\$24.58	\$29.39
Clerk-Recorder-Assessor Specialist I	\$30.85	\$42.91
Clerk-Recorder-Assessor Specialist II	\$36.91	\$50.16
Community Health Worker Specialist	\$23.38	\$28.42
Community Health Worker I	\$33.68	\$45.52
Community Health Worker II	\$35.85	\$49.94
Cook	\$33.88	\$40.50
County Communications Specialist	\$50.45	\$72.16
Data Entry Operator II	\$33.88	\$40.50
Department Analyst	\$50.04	\$59.82
Department Information Systems Specialist I	\$54.54	\$77.67
Department Information Systems Specialist II	\$57.11	\$81.55
Department Information Systems Technician I	\$32.90	\$67.18
Department Information Systems Technician II	\$35.90	\$69.48
Department Program Manager	\$76.30	\$100.00
Document Imaging Technician I	\$31.65	\$37.84
Document Imaging Technician II	\$35.90	\$42.91
Elections Specialist I	\$27.41	\$32.77
Elections Specialist II	\$31.65	\$37.84

Job Classes – 2021	Hourly Bill Rate	
Executive Secretary	\$35.90	\$42.91
Geographical Information Systems Technician I	\$53.54	\$82.27
Geographical Information Systems Technician II	\$56.10	\$85.18
Health Information Specialist	\$38.72	\$46.54
Human Services Aide I	\$27.41	\$32.77
Human Services Aide II	\$31.65	\$37.84
Information Systems Project Manager	\$71.25	\$109.33
Information Technology Analyst II	\$51.05	\$73.10
Interpreter/Translator I	\$31.65	\$37.84
Interpreter/Translator II	\$35.90	\$42.91
Legal Processor I	\$28.83	\$34.46
Legal Processor II	\$33.07	\$39.53
Mail Clerk	\$26.81	\$32.05
Mail Materials Records Handler I	\$24.58	\$29.39
Mail Materials Records Handler II	\$30.85	\$42.91
Mail Materials Records Supervisor	\$36.91	\$50.16
Maintenance Worker I	\$32.87	\$39.29
Materials & Equipment Specialist	\$36.91	\$50.16
Materials Handler	\$33.07	\$39.53
Medical Transcriber	\$35.90	\$42.91
Network Analyst	\$56.10	\$79.14
Office Assistant I	\$24.79	\$29.63
Office Assistant II	\$27.82	\$33.25
Office Assistant II Bilingual	\$28.83	\$34.46
Parking & Facility Officer	\$36.91	\$50.16
Payroll Clerk	\$28.83	\$34.46
Programmer Analyst	\$51.05	\$85.18
Receptionist	\$27.82	\$33.25
Receptionist Bilingual	\$30.82	\$38.25
Secretary	\$33.07	\$39.53
Secretary Bilingual	\$35.82	\$41.25
Senior Legal Processor	\$36.91	\$50.16
Senior Network Analyst	\$66.20	\$91.21
Senior Office Assistant	\$31.65	\$37.84
Senior Office Assistant Bilingual	\$33.07	\$39.53
Senior Programmer Analyst	\$66.20	\$97.25
Senior Storekeeper (Warehouse)	\$34.89	\$41.71
Senior Systems Support Technician	\$71.25	\$100.00
Social Work Assistant	\$33.07	\$39.53
Storekeeper (Warehouse)	\$30.85	\$36.88
Systems Software Analyst	\$76.30	\$103.29
Systems Support Technician	\$42.97	\$63.44
Telephone Operator	\$27.82	\$33.25
Voter Registration Clerk	\$24.58	\$29.39

No other costs to be reimbursed without prior written approval of County.