

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("Amendment"), dated as of **December 4, 2018**, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Gary D. Nelson Associates, Inc. dba Nelson Staffing**, hereinafter referred to as ("Consultant").

R E C I T A L S

WHEREAS, County and Consultant entered into that certain Agreement, dated November 24, 2015, for temporary employment services; and

WHEREAS, County and Consultant desire to amend the Agreement to extend the term of the agreement one year and update the Fee Schedule set forth in **Exhibit B**,

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. **Section 2 Payment** shall be amended to replace the Fee Schedule set forth in **Exhibit B** with the attached updated 2019 Fee Schedule.

2. **Section 3 Term of Agreement** shall be amended to extend the term of the agreement one year, until December 31, 2019.

3. **Section 9.7 Statutory Compliance/Living Wage Ordinance**. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

4. 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.

5. 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.

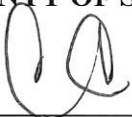
COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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


CONSULTANT: GARY D. NELSON ASSOCIATES, INC. DBA NELSON STAFFING

By: DocuSigned by:
Joseph T. Prusko
59C3D1D851EB470...
Name: Joseph T. Prusko
Title: chief financial officer
Date: 12/4/2018

COUNTY OF SONOMA:

By: 
Christina Cramer, Director of Human Resources
Date: 12/13/18

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel
Date: 12-10-18

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


By: 
Christina Cramer, Director of Human Resources
Date: 12/13/18

EXHIBIT B NELSON

Job Class	Nelson Bill Rate 2019
Account Clerk I	\$27.47 - \$33.37
Account Clerk II	\$31.02 - \$36.06
Account Clerk III	\$33.98 - \$40.98
Accountant I	\$39.65 - \$48.82
Administrative Aide	\$34.10
Administrative Aide-Bilingual	\$34.10
Agricultural Assistant	\$27.90
Case Management Specialist	\$34.10
Clerical Helper	\$21.70
Communications Technician I/II	\$45.00 - \$55.00
Cook	\$31.00
Data Entry Operator II	\$27.90
Department Analyst	\$38.75
Department Information Systems Specialist I/II	\$55.00 - \$65.00
Department Information Technician I/II	\$45.00 - \$55.00
Executive Secretary	\$31.00
Geographical Information Systems Technician I/II	\$55.00 - \$70.00
Health Information Specialist	\$35.65
Information Systems Project Manager	\$80.00 - \$90.00
Information Technology Analyst II	\$50.00 - \$60.00
Legal Processor I	\$26.35
Legal Processor II	\$29.45
Mail Clerk	\$24.80
Maintenance Worker I	\$31.00
Materials Handler	\$31.00
Medical Transcriber	\$32.55
Network Analyst	\$50.00 - \$65.00
Office Assistant I	\$22.50
Office Assistant II	\$25.50
Office Assistant II-Bilingual	\$27.90
Programmer Analyst	\$50.00 - \$70.00
Receptionist	\$26.35
Secretary	\$31.00
Senior Network Analyst	\$65.00 - \$80.00
Senior Office Assistant	\$26.35
Senior Office Assistant-Bilingual	\$29.45
Senior Programmer Analyst	\$70.00 - \$85.00
Senior Systems Support Technician	\$70.00 - \$85.00
Sr. Storekeeper (Warehouse)	\$32.55

Job Class	Nelson Bill Rate 2019
Storekeeper (Warehouse)	\$29.45
Systems Software Analyst	\$70.00 - \$85.00
Systems Support Technician	\$40.00 - \$50.00
Telephone Operator	\$26.35

Nelson is compliant with the ACA for our W-2 contractors. We offer an HMO plan that's only available in California and an HSA plan available nationwide. A charge of \$0.20 per hour for all hours worked will be added to each invoice.