

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
AS-NEEDED LANDSCAPE ARCHITECTURAL, PLANNING, AND RELATED  
SERVICES**

This Third Amendment ("Amendment"), dated as of \_\_\_\_\_, 2025, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Environmental Science Associates (ESA)**, hereinafter referred to as ("Consultant").

**RECITALS**

WHEREAS, County and Consultant entered into that certain Agreement, dated August 2, 2022, for the preparation of Landscape Architectural, Planning, and related services (hereinafter "Agreement"); and

WHEREAS, County and Consultant entered into the First Amendment of that certain Agreement, dated February 15, 2023, to modify the language of Article 1 titled "Scope of Services" and to add Exhibit E titled "FEDERAL REQUIREMENTS – FHWA" and Article 9 titled "Content Online Accessibility, 9.1 Standards, 9.2 Alternate Format, 9.3 Noncompliant Materials; Obligation to Cure, 9.4 County's Rights Reserved"; and

WHEREAS, County and Consultant entered into the Second Amendment of that certain Agreement, dated June 4, 2024, to modify the language of Article 5 titled "Indemnification"; 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. The second paragraph of Paragraph 2, Payment, is hereby deleted in its entirety and replaced with the following language, increasing the total payments by \$75,000 and deleting "three-year":

"Consultant shall be paid on either a lump sum or a time and material/expense basis in accordance with the proposed payment method specified for the particular project Request for Consulting Services (RCS), provided, however, that total payments to Consultant for all work conducted pursuant to this Agreement shall not exceed **\$375,000 for the term** that this Agreement is in effect."

2. Paragraph 3, Term of Agreement, is hereby deleted in its entirety and replaced by the following language, extending the original three-year term by two years:

"The term of this Agreement shall be from the date it is signed by the County ("Effective Date") to **five** years, unless terminated earlier in accordance with the provisions of Article 4 below."

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:**  
**Environmental Science Associates (ESA)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF SONOMA:**

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

By: \_\_\_\_\_  
Department Director or Designee

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Executive or Designee

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors