

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment ("Amendment"), dated as of August 22, 2023, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Rincon Consultants, Inc., hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated January 14, 2020, for an environmental impact report for rezoning sites for housing; and

WHEREAS, County and Consultant desired to amend the Agreement on March 1, 2021 to provide additional services and to increase the amount not to exceed of the agreement to a total not to exceed amount of \$430,082 for additional tasks added to the scope of work including draft EIR revisions and public workshops; and

WHEREAS, County and Consultant desired to amend the Agreement on January 13, 2022 to provide additional services, lengthen the term of the agreement, and to increase the amount not to exceed of the agreement by \$458,366 to a total not to exceed amount of \$888,448 for additional tasks added to the scope of work; and

WHEREAS, County and Consultant desire to amend the Agreement a third time to provide additional services, lengthen the term of the agreement, and to increase the amount not to exceed of the agreement by \$114,439 to a total not to exceed amount of \$1,002,886.90 for additional tasks added to the scope of work.

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. Agreement Section 2 Payment, first paragraph is hereby deleted in its entirety and replaced with the following language:

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B2, provided, however, that total payments to Consultant shall not exceed \$1,002,886.90, 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 Head 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.

2. Agreement Section 3. Term of Agreement, is deleted and replaced with the following:

3. Term of Agreement. The term of this Agreement shall be from January 14, 2020, to March 1, 2024 unless terminated earlier in accordance with the provisions of Article 4 below.

3. Exhibit A is deleted in its entirety and replaced with the attached Exhibit A2.

4. Exhibit B is deleted in its entirety and replaced with the attached Exhibit B2.

5. 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.


6. 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:

Rincon Consultants, Inc.

By: 

Name: Matt Maddox

Title: Principal

Date: 11/6/2023

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

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

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Director
Permit Sonoma Department

Date: _____

Exhibit A2: Scope of Work

Work Completed Prior to Second Amendment of the Contract

- Task 1: Project Kickoff, including:
 - Memorandum of Data Sources
 - Annotated ADEIR Outline
- Task 2: Scoping, including:
 - Preliminary Project Description
 - Notice of Preparation
 - Virtual public scoping meeting
 - Developing a website application to show sites for public review and comment
- Task 3: Administrative Draft EIR, including
 - Tribal consultation and attendance at meetings
 - Alternatives selection and analysis
 - Appendices/technical reports
 - Attendance at Sonoma Planning Commission meeting – May 20, 2020
 - Subconsultant Management and work completed by subconsultants (Fehr & Peers, Wood-Rodger)
- Task 4: Screencheck Draft EIR
- Task 5: Public Draft EIR, including:
 - List of comment letters
 - Compilation of comments received
- Task 6 Administrative Draft Response to Comments
- Task 7: Final EIR Presentation (not completed)
- Task 8: Project Management
- Task 9: Public Meeting Attendance¹
 - Sonoma Valley Citizens Advisory Commission – December 2, 2020
 - Lower Russian River Municipal Advisory Council – December 17, 2020
 - Mark West Citizens Advisory Council – January 13, 2021
 - Geyserville Planning Committee – March 23, 2021

Cost of work completed and billed prior to second amendment of the contract: \$430,081.90 (see cost spreadsheet)

Work Completed Under the Second Amendment to the Contract

- Task 1: Project Management & Coordination
 - Extended project management over a timeline six months longer than anticipated
- Task 2: Data Collection & Assessment
- Task 3: Analysis & Assessment
 - Added specificity and depth to AFFH analysis pursuant to new HCD interpretation of requirements
- Task 4: Draft Housing Element
 - Multiple rounds of conflicting comments
 - Integrated these comments into deliverables with significant additional time and effort
 - Supplementing outreach results with analytical and organizational tasks outside original scope

¹ Some of the public meetings were billed under Task 8 as they occurred before Task 9 was authorized.

- Mid-Cycle Revisions
- Task 5: Adoption & Certification
- Task 6: CEQA Compliance
 - Responses to comments on 271 public comment letters over 550 pages
 - Additional analysis and information gathering on utility capacity

Remaining Work to Obtain a Certified Housing Element

The currently approved scope of work and budget assumes that the County will require only one round of review by HCD and will be prepared to make minor revisions and adopt its Housing Element. Additional budget will be required for the consultants to support the County in obtaining a certified Housing Element, given the following factors:

1. Scope of HCD's Findings

Upon receipt of HCD's 90-day letter, the Housing Element must be revised to address findings and comments from HCD. The County received its 90-day letter on March 30, 2023 with comments related to program evaluation, housing needs, AFFH, housing inventory analysis, constraints, and public comments. To respond to these items, the consultants will need to obtain hard-to-access data, conduct additional developer outreach, and conduct additional analysis. This would increase the time and budget necessary to prepare a revised draft for adoption. Additionally, if HCD receives significant comments or input directly from the public or outside agencies during their review, these comments will need to be addressed prior to adoption. Any changes to the Sites Inventory will require additional time and budget and will result in updates to sections within the Housing Element Policy Document, Technical Background Report, and Appendices. The additional budget required for these tasks will depend on the County's preferred response strategy.

2. Post-Adoption Revisions

In its work with other ABAG jurisdictions, the Rincon team has received feedback on its adopted Housing Elements during the 60-day review period. In each case, the Rincon team has been granted the opportunity to quickly make nonsubstantive revisions to the adopted Housing Element, as allowed by the respective resolutions, to address final HCD comments and resubmit to HCD for consideration as part of their statutory 60-day review. If the County is granted this opportunity by HCD, the Rincon team will need additional budget to meet with HCD and to quickly integrate necessary revisions into the document to allow for resubmittal within the 60-day review period. This effort is typically compressed into less than one week but requires an all-hands-on-deck approach to meet HCD's deadlines.

3. County Review of Subsequent Housing Element Drafts

The scope of work assumes a single round of non-conflicting comments from the County with a turn-around time of not more than one week for the Planning Commission Review Draft Housing Element (with HCD requested changes) and County Counsel Review of Draft Housing Element for adoption. Should the County provide multiple sets of comments, conflicting comments, or an iterative review process, the consultants would require additional budget. Additionally, if Planning Commission has significant recommended changes that need to be incorporated into the Board of Supervisors Draft Housing Element, additional budget would be required.

4. Additional AFFH Analysis

As discussed above, HCD's interpretation of the requirement to Affirmatively Furthering Fair Housing under AB 686 has expanded since the original creation of the scope of work and budget for the project. While additional work was completed during the preparation of the Initial HCD Review Draft, we expect the AFFH Analysis to make up a substantial portion of HCD's findings, consistent with other jurisdictions in the region.

5. Final EIR

Additional work is required to produce the Final EIR. Based on information from Forestville Water District, the EIR will need further revisions, as well as ongoing changes to the site inventory and programs that must be reflected in the EIR, as well as ensuring coordination between the EIR, responses to comments, and the Housing Element itself.

6. Ongoing Project Coordination

Currently, adoption is scheduled for July 2023. This would require at minimum, two additional months of project management and coordination.

Assumptions:

- 1) The Rincon team will prepare not more than two additional "Adoption Drafts," one for the PC and one for the BOS. Each includes one round of non-conflicting admin review comments from County.
- 2) The Rincon team will prepare not more than one post-adoption version to make the minor changes that HCD needs for certification. The County will not have the opportunity to review these non-substantive changes except for metrics added to programs, in which case they will have 24 hours to respond.
- 3) The Rincon team will attend at not more than two Planning Commission meetings and one Board of Supervisors meeting, and continued weekly meetings/discussions of up to 2 hours/week
- 4) The County will not request additional sites scenarios, as these that involve changing the documents in multiple places. If additional sites scenarios are requests that result in additional changes, this may result in about \$7,000 of additional costs per round.
- 5) If substantive changes come out of the meeting June 1, 2023 regarding the County Administration Center program, the Rincon team may require additional scope and budget to address these changes.

Additional Sites Scenarios:

In the above assumptions list, since June 2, 2023 (when the assumptions list was sent to the County), the sites scenarios were changed three times: once in late June to add SB 330/ Builder's remedy sites to pipeline, once after the second Planning Commission meeting, which took place on Thursday, July 20, 2023 and was focused on sites, and once during/after the Board of Supervisors meeting on August 22, 2023. Changes in sites have cascading repercussions which result in changes all throughout Appendix D (Housing Sites) and the sites analysis in the Analysis of Fair Housing. Changes in sites result in revisions to at least ten figures as well.

Exhibit B2: Payments and Budget

| Work Completed Prior to Second Amendment | Amount Billed |
|---|---------------|
| Task 1. Project Kick Off | \$4,340 |
| Task 2. Scoping | \$22,345 |
| Task 3. Administrative Draft EIR | \$176,606 |
| Task 4. Screencheck Draft EIR | \$5,104 |
| Task 5. Public Draft EIR | \$31,742 |
| Task 6. Final EIR (Responses to Public Comments on Draft EIR) | \$13,141 |
| Task 7. Final EIR Presentation | \$0 |
| Task 8. Project Management | \$39,034 |
| Task 9. Public Meeting Attendance | \$220 |
| Direct Costs (Fehr & Peers, Wood Rodgers) | \$137,551 |
| Total for work completed prior to second amendment | \$430,082 |

| Work Completed Under Second Amendment | Amount |
|---|------------------|
| Task 1. Project Management & Coordination | \$51,131 |
| Task 2. Data Collection and Assessment | \$22,068 |
| Task 3. Analysis & Assessment | \$18,722 |
| Task 4. Draft Housing Element | \$169,426 |
| Task 5. Adoption & Certification | \$0 |
| Task 6. CEQA Compliance | \$103,118 |
| Direct Costs | \$30,040 |
| Total Work Billed Under Second Amendment | \$394,504 |
| Work in Progress | \$667 |
| Remaining Budget Authorized But Not Yet Used | \$63,195 |
| Current Contract | \$888,448 |

| Work To Be Completed Under Third Amendment | Additional Budget |
|--|---------------------|
| Task 1. Scope of HCD's Findings | \$12,018 |
| Task 2. Post-Adoption Revisions | \$12,018 |
| Task 3. County Review of Subsequent Housing Element Drafts | \$12,018 |
| Task 4. Additional AFFH Analysis | \$13,157 |
| Task 5. Final EIR | \$35,528 |
| Task 6. Ongoing Project Management and Coordination | \$8,701 |
| Additional Sites Scenarios | \$21,000 |
| Total | \$114,439 |
| Modified Contract with Third Amendment | 1,002,886.90 |