

# **Standard Professional Services Agreement (“PSA”)**

## **Revision G – October 2021**

### AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of May 6, 2025 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Dyett & Bhatia (hereinafter "Consultant").

### R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and licensed urban planning consulting firm, experienced in general plans, specific and area plans and urban design, zoning, environmental review, community engagement and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant to review a revised Sonoma Developmental Center (SDC) Specific Plan, and prepare an Environmental Impact Report for the SDC Specific Plan and the development application submitted by Eldridge Renewal for the SDC site (Permit Sonoma File #PLP24-0005);.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### A G R E E M E N T

#### 1. Scope of Services.

##### 1.1 Consultant's Specified Services.

This Agreement is funded by State of California financial assistance, and Contractor acknowledges and agrees to the terms in Exhibit A. Consultant shall perform the services described in Exhibit “B,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “B” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “B”, the provisions in the body of this Agreement shall control.

##### 1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

##### 1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed

by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

#### 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 C, provided, however, that total payments to Consultant shall not exceed \$913,997.00, 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.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from “Effective Date” and continue for a period of two (2) years unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all\_ reports, original drawings, graphics, plans,

studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Permit Sonoma Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept responsibility for loss or damage to any person or entity, including County, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on County's part, but, to the extent required by law, excluding liability due to County's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided,

however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or

Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply 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 is 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.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's

Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not

exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Permit Sonoma Attn: Accounting 2550 Ventura Avenue Santa Rosa, CA 95403
-------------	--

TO: CONSULTANT:	Dyett & Bhatia 4001 Howe Street Oakland, CA 94611
-----------------	---

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.



13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail

(including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

COUNTY: COUNTY OF SONOMA

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

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

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

APPROVED AS TO FORM FOR  
COUNTY:

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

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

EXECUTED BY:

By: \_\_\_\_\_  
Department Director

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

**Exhibit A**  
(COUNTY) EXHIBIT A TO ATTACHEMENT 1

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-30324

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTOR NAME

County of Sonoma

2. The term of this Agreement is:

START DATE

December 16, 2019, or upon DGS/OLS approval, whichever is later

THROUGH END DATE

3 years from the date of DGS/OLS approval

3. The maximum amount of this Agreement is:

\$3,500,000.00 - Three Million Five Hundred Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGE(S)
Exhibit A	Scope of Services	5
Exhibit B	Budget Detail Provisions	2
Exhibit B-1	Integrated Process for County Planning and State Disposition of the Sonoma Developmental Center Site	1
Exhibit B-2	Cost Sheet	1
Exhibit C	MODIFIED General Terms and Conditions	5
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at: <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHERE OF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Sonoma

CONTRACTOR BUSINESS ADDRESS

2550 Ventura Avenue

PRINTED NAME OF PERSON SIGNING

Milan Nevajda

CONTRACTOR AUTHORIZED SIGNATURE



CITY

Santa Rosa

STATE

CA

ZIP

95403

TITLE

Deputy Director - Planning Division

DATE SIGNED

12-18-19

## STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-30324

PURCHASING AUTHORITY NUMBER (if applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**Department of General Services**

CONTRACTING AGENCY ADDRESS

**707 Third Street**

CITY

**West Sacramento**

STATE

**CA**

ZIP

**95605**

PRINTED NAME OF PERSON SIGNING

**Rachel Grant Kiley**

TITLE

**Chief, Office of Business and Acquisition  
Services**

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

**12/20/19**

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE



**EXHIBIT A**

**SCOPE OF SERVICES**

**FORMER SONOMA DEVELOPMENTAL CENTER**

**SONOMA COUNTY**

**LAND USE PLANNING**

In accordance with the provisions of Government Code section 14670.10.5, the Department of General Services (hereinafter "Department") and the County of Sonoma (hereinafter "County") do agree as follows:

1. In June 2019, the State Legislature passed, and the Governor approved, Government Code section 14670.10.5, outlining the general terms under which the State of California, through the Department, will partner with the County to determine the future of the state-owned real property known as the Sonoma Developmental Center, located in Eldridge, California (the "property"). Government Code section 14670.10.5 became effective on June 27, 2019, and sets forth the state's goals and requirements for the disposition of the property by the Department and a land use planning process to be conducted by the County for the future use of the property.
2. The Department will pay the County for costs associated with land use planning services and management of the land use planning process related to the property to determine the appropriate future land uses and development potential of the property. Eligible costs are specified in section A.4 of Exhibit B.
3. The planning services shall include completing an Environmental Impact Report, which may be at a project- or programmatic- level (EIR), completing a report on the economic feasibility of future development, and developing a Specific Plan and related documents to facilitate the disposition of the property, as contemplated by Government Code section 14670.10.5. The Specific Plan and related documents shall be consistent with Government Code Section 65450 and the County General Plan, as may be amended. The final draft Specific Plan shall identify the allowable land uses for the property, including allowable locations, densities and or intensities for development, the infrastructure necessary to support the buildout of the Specific Plan, and a financing strategy for any infrastructure improvements and Specific Plan implementation measures. The final draft Specific Plan may include design guidelines to clarify the desired form of development on the property. An EIR will analyze Plan buildout to ensure development that is consistent with the Specific Plan. The final draft Specific Plan may be accompanied by associated draft amendments to the County's General Plan and Zoning Code to ensure consistency among these regulatory documents. Subject to section 5 of this agreement, the land use planning process, final draft Specific Plan and related documents shall meet all



- provisions of Government Code section 14670.10.5 including, but not limited to:
- A. The disposition of the property or property interests shall provide for the permanent protection of the open space and natural resources as a public resource to the greatest extent feasible;
  - B. Housing shall be a priority in the planning process;
  - C. Any housing that is determined to be appropriate for the property shall include affordable housing;
  - D. Any housing opportunities on the property shall give priority to projects that include deed restricted housing for individuals with developmental disabilities; and
  - E. Options shall be considered for the appropriate protection of the Eldridge Cemetery located on the property.
4. The County shall provide land use planning services necessary for the development of a Specific Plan for the property as specified in Government Code section 14670.10.5 including , but not limited to, the following deliverables (collectively, the "Specific Plan project"):
- A. Robust Community Engagement Strategy (and implementation thereof)
  - B. Comprehensive Conditions Report on the property and its setting
  - C. Economic Market Demand Report
  - D. Water Supply Assessment and coordination among Water Agencies
  - E. Project Conceptual Alternatives & a Preferred Plan Framework
  - F. Draft Specific Plan with Infrastructure and Financing Strategies
  - G. Public Draft Initial Study and Notice of Preparation
  - H. Public Draft Environmental Impact Report
  - I. Draft Final Environmental Impact Report and Mitigation Monitoring and Reporting Program
  - J. Final Draft Specific Plan and Environmental Impact Report
  - K. Public hearings for EIR certification and Specific Plan adoption, including any General Plan and zoning amendments identified as necessary for consistency.
5. This agreement does not prescribe the contents of the specific plan and related planning documents, and does not constitute a commitment to any definite course of action beyond the land use planning process and services set forth in this agreement and in accordance with Government Code section 14670.10.5. The County will conduct the environmental review process to inform the contents of the specific plan and related planning documents, in compliance with the California Environmental Quality Act ("CEQA"), and will consider community input and the plan objectives identified in Government Code section 14670.10.5. This agreement shall not commit the County Board of Supervisors to a particular legislative act. The County retains full discretion as the planning agency and lead agency to (i) develop, revise, and determine the contents of the specific plan in compliance with CEQA and based on community input and the environmental review process; (ii) select and consider a reasonable range of alternatives in compliance with CEQA; (iii)

consider the benefits of adopting a specific plan against any unavoidable significant environmental impacts, if any, prior to taking final action; and/or (iv) adopt an alternative or revised specific plan or determine not to proceed with adoption of a specific plan.

6. The Specific Plan and the associated EIR shall be developed, with any related General Plan Amendments and Zoning Amendments as necessary, in final form for consideration by the County Board of Supervisors, within three years of the County's acceptance of this agreement. Exhibit B-1 provides a schedule for Specific Plan completion including major deliverables. Modifications to the proposed schedule that may impact the final deadline must be approved by both Parties in writing. This agreement shall not commit the County Board of Supervisors to a particular legislative act.
7. The County shall provide the Department with quarterly reports as follows:
  - a. The county shall provide the Department with quarterly reports by the last day of each calendar quarter, starting with the end of quarter following the execution of this agreement and each quarter thereafter. Reports shall include the following:
    - i. County's costs for land use planning services including copies of itemized consultant invoices received and paid during the previous quarter, receipts for other authorized expenses paid during the preceding quarter, and an accounting of all county staff time billed against the project.
    - ii. A progress report that compares the current status with the project schedule and includes a list of deliverables completed and the estimated dates for completion of the remaining deliverables.
  - b. Reports shall be submitted to:
    - i. Gerald McLaughlin, Asset Management Branch;  
[Gerald.McLaughlin@dgs.ca.gov](mailto:Gerald.McLaughlin@dgs.ca.gov)
8. The County shall submit information required by Government Code section 14670.10.5 and this agreement in a timely manner in order to permit the Department to provide a written report to the Legislature starting in March 2020 and in March of each subsequent fiscal year during which funding is received for maintenance, operation and disposition of the property. This report to the Legislature will include an accounting of the county's expenditures and progress toward a final specific plan among the disclosed information.
9. Preparation for or attendance by County staff or consultants at meetings outside of the scope of work identified for the preparation of the Specific Plan project, such as informational meetings at the request of interested parties or organizations, and costs in excess of \$3.5 million shall be the responsibility of the County.

10. The Authorized Representatives during the term of this agreement will be:

County of Sonoma

Milan Nevajda  
Deputy Director – Planning Division  
[www.PermitSonoma.org](http://www.PermitSonoma.org)  
County of Sonoma  
2550 Ventura Avenue, Santa Rosa, CA 95403  
Direct: 707-565-2336  
Office: 707-565-1947  
Fax: 707-565-1103

Department of General Services

Gerald G. McLaughlin  
Asset Management Branch  
Department of General Services  
State of California  
707 3rd Street, 5th Floor  
West Sacramento, CA 95605  
(916) 375-4009  
[Gerald.McLaughlin@dgs.ca.gov](mailto:Gerald.McLaughlin@dgs.ca.gov)

11. The County will manage the land use planning process, and DGS will carry out the disposition process in accordance with Government Code section 14670.10.5. To facilitate the expeditious land use planning and disposition process, DGS may issue an RFP and solicit proposals to develop the property during the land use planning process, subject to consistency with any final, approved Specific Plan.
12. At the Department's request, the County shall review and provide comment on the Department's (RFP) to dispose of and/or develop the property at such time that the RFP is prepared and prior to its issuance. The County shall review the RFP to provide comments on its consistency with the land use planning process for the Specific Plan.
13. At the Department's request and in a manner prescribed by the Department, the County shall review any proposals submitted in response to the Department's RFP to develop the property and provide comment on the potential inconsistencies with the final Specific Plan.
14. Under an at-cost agreement between the selected developer(s) or buyer(s) and the Sonoma County Permit and Resource Management Department, the County shall promptly process all applications for project specific entitlements, including any application for development agreements, upon application by the selected buyer(s) or developer(s), to ensure the integration of the land use planning process with the disposition process for the property in accordance with Government Code section



14670.10.5. While the Department and the County recognize that complete processing of project-specific entitlements may not occur within the period of this agreement, both parties commit to using reasonable efforts to carry out the land use planning and disposition process in a cooperative manner and to the expeditious planning of future land uses for the property. The Department and the County contemplate that certain processing activity may occur concurrently with the Specific Plan process or thereafter, including for example the following:

- a. A developer or buyer may submit entitlements concurrent with the Specific Plan process to reduce timeframe or phase entitlements with Master Plan/Preliminary Plan.
- b. A developer or buyer may submit entitlement applications for subdivision and concurrent tentative maps/precise development plans or phase these.
- c. Final Design Review may be done concurrently or sequentially with grading and building plans.

15. The Department and the County each recognize that time is of the essence necessitating prompt review and processing of the items subject to this agreement.

16. In the event the County does not adopt a specific plan, the State of California reserves its right to pursue, through the Department, other disposition alternatives as permitted by law.

**EXHIBIT B**

**BUDGET DETAIL PROVISIONS**

**A. Reporting**

1. The County shall provide the Department with quarterly reports that include the County's costs for land use planning services, and including consultant costs, under this agreement and a progress report that compares the current status with the project schedule and includes a list of deliverables completed and the estimated dates for completion of the remaining deliverables. The cost report shall include copies of: 1) itemized consultant invoices received and paid during the previous quarter, 2) receipts for other authorized expenses paid during for the preceding quarter, and 3) an accounting of all county staff time billed against the project.
2. Quarterly reports will be submitted quarterly in arrears to:  
  
Gerald G. McLaughlin  
Asset Management Branch  
Department of General Services  
State of California  
707 3rd Street, 5th Floor  
West Sacramento, CA 95605
3. The total amount paid by the Department under this agreement shall not exceed \$3.5 million. The Department will advance \$3.5 million to the County within 10 days of execution of this agreement to be credited to a dedicated trust account at Permit Sonoma. In the event the County's cost for land use planning services and consultant costs is less than \$3.5 million, or the agreement is cancelled for any reason, or no reason at all, the County shall reimburse the Department any unearned funds.
4. Costs incurred by the County to carry out the land use planning activities provided in this agreement and in Government Code section 14670.10.5 for disposition of the property, may be paid for under this agreement, include but are not limited to:
  - a. County staff and consultant costs specifically related to the development and possible approval of a Specific Plan, General Plan amendment, related draft ordinances, and rezone of Sonoma Developmental Center. County costs include planning services, project management and oversight of staff and consultants, contract

management, legal services, analyst services, clerical services, GIS mapping, as well as software, time, and materials prorated accordingly as needed to fulfill the scope of services for the Specific Plan. Such costs may include those for: preparation of agendas, meeting notices, minutes; public notice, mailers, web postings, site signs; GIS services (maps); existing studies review; preparation and attendance at internal, stakeholder and community meetings; public affairs and communications; creating presentations; reviewing all Consultant-generated materials associated with the preparation of a draft Specific Plan, its associated EIR, and any draft General Plan or Zoning Amendments; reviewing State Request for Proposal and developer proposal(s); reviewing Developer Agreements; and processing developer entitlements subject to reimbursement of developer's entitlement processing fees on an at-cost basis under an signed agreement with the Permit and Resource Management Department. The consultant costs include the Deliverables in Exhibit A; and

- b. Other reasonable and necessary costs determined by the Department to be incurred for the purpose of the County's preparation of a draft Specific Plan and its related management of the land use planning process for the property, including but not limited to costs associated with securing a consultant to support the County's preparation of a Specific Plan through a competitive Request for Proposals (RFP) and any preparatory work related to the RFP process in accordance with Government Code section 14670.10.5.

Developer may submit entitlements concurrent with Specific Plan process to reduce timeframe or phase entitlements with Master Plan/Preliminary Plan	
Developer may submit entitlement applications for subdivision and concurrent Tentative Maps/Precise Development Plans or phase these.	
Final Design Review may be done concurrent with grading and building plans or sequential	
Assumptions:	<p>Development application would be a priority application due to affordable housing being incorporated at least 15-20%.</p> <p>Developer permitting process to be submitted concurrent with the Specific Plan once public documents released to compress the schedule of entitlements; contingent on applicant agreement on tracking with final changes to plan; and contingent upon plan adoption by the Board of Supervisors.</p> <p>Ø - Beginning of the process</p>

**EXHIBIT B-2**

**COST SHEET**

**FORMER SONOMA DEVELOPMENTAL CENTER**

**SONOMA COUNTY**

**LAND USE PLANNING SERVICES**

<b>Contract Amount</b>	
Total Amount to be paid under this agreement:	\$3,500,000.00*

\*The Department will advance \$3.5 million to the County within 10 days of execution of this agreement to be credited to a dedicated trust account at Permit Sonoma. In the event the County's cost for land use planning services and consultant costs is less than \$3.5 million, or the agreement is cancelled for any reason, or no reason at all, the County shall reimburse the Department any unearned funds.

The county shall provide quarterly reports to the department that shall include expenditures, contracts, and an update describing the progress of the expedited planning process.

**EXHIBIT C**

MODIFIED General Terms and Conditions

(Modifies GTC 04/2017 version)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided.



In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. ~~RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).~~
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause

in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ~~ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.~~
  - a. ~~The Government Code Chapter on Antitrust claims contains the following definitions:~~
    - 1) ~~"Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.~~
    - 2) ~~"Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.~~
  - b. ~~In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.~~
  - c. ~~If an awarding body or public purchasing body receives, either through~~



~~judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.~~

- ~~d. — Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.~~

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. ~~If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)~~
  - b. ~~If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)~~
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

1. The Department and the County agree that this agreement may be amended by written mutual consent of the parties hereto.
2. The County agrees to provide the Department with any resolution, motion, order or ordinance of the County's governing body needed to authorize execution of this agreement.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

19-30324

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTOR NAME

County of Sonoma

2. The term of this Agreement is:

START DATE

December 27, 2019, or upon DGS/OLS approval, whichever is later

THROUGH END DATE

December 31, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$3,500,000.00 - Three Million Five Hundred Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. The term of this agreement is amended to read December 27, 2019 or upon DGS/OLS approval through December 31, 2025.

*All other terms and conditions shall remain the same.*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Sonoma

CONTRACTOR BUSINESS ADDRESS

2550 Ventura Avenue

CITY

Santa Rosa

STATE

CA

ZIP

95403

PRINTED NAME OF PERSON SIGNING

Tennis Wick

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

*Tennis Wick*

DATE SIGNED

01/31/2025

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTING AGENCY ADDRESS

707 Third Street

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Rachel Grant Kiley

TITLE

Procurement and Contracting Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Rachel Grant Kiley*

DATE SIGNED

01/31/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROV

EXEMPTION (If Applicable)

