

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
AS-NEEDED BACKCOUNTRY TRAIL/ROAD DESIGN AND DEVELOPMENT  
SERVICES**

This First Amendment ("Amendment"), dated as of \_\_\_\_\_, 2025, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Haley & Aldrich, Inc.**, hereinafter referred to as ("Consultant").

**RECITALS**

WHEREAS, County and Cal Engineering & Geology, Inc. entered into that certain Agreement, dated August 2, 2022, for the preparation of Backcountry Trail/Road Design and Development Services (hereinafter "Agreement"); and

WHEREAS, Cal Engineering & Geology, Inc. ("Assignor") and Haley & Aldrich, Inc. ("Assignee") entered into a Novation and Assignment Agreement on August 7, 2023, and Assignee has agreed to assume the As-Needed Backcountry Trail/Road Design and Development Services Agreement as Haley & Aldrich, Inc.; 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 last sentence under Article 1, Scope of Services is modified as follows: "Article 8 is replaced by "Article 7".

"Services shall be performed within specified times and dates and pursuant to **Article 7.**"

2. The second paragraph of Article 2, Payment, is hereby deleted in its entirety and replaced with the following language, 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 **\$300,000 for the term** that this Agreement is in effect."

3. 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:**  
**Haley & Aldrich, Inc.**

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