

AMENDMENT NUMBER SIX TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") is made and entered into as of August _____, 2025 by and between the Sonoma County Community Development Commission, a public body corporate and politic ("Commission"), and MidPen Housing Corporation, a California public benefit corporation ("Consultant").

RECITALS:

A. Commission and Consultant are parties to that certain Agreement for Professional Services, dated July 20, 2016, as amended by the First, Second, Third, Fourth, Fifth, and Corrected Fifth Amendments thereto (collectively, the "Original Agreement") in connection with provision of professional services (the "Services") with respect to the planned mixed-use Roseland Village Project (the "Project").

B. Commission retained Consultant pursuant to the Original Agreement to provide planning, entitlement, and other predevelopment work in connection with the Project for an amount not to exceed \$1,544,200. The Second Amendment increased the Agreement budget to \$2,400,200 and the Fourth Amendment further increased the budget to \$3,303,978, amended the scope of services, and extended the term through July 20, 2023. The Fifth Amendment increased the budget to \$5,420,000, amended the scope of services, and extended the term through January 20, 2025. The Correction to the Fifth Amendment extended the term to June 30, 2026.

C. Commission has determined it is the best interest of Commission and the Project to expand the Consultant's Scope of Services of the Original Agreement, by increasing the Consultant's budget and management fee to include predevelopment services for the Commercial and Civic parcels, which are more particularly described herein.

D. The parties hereto desire to amend the Original Agreement as hereinafter set forth.

NOW, THEREFORE, with respect to the foregoing Recitals, and in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby amend the Agreement as follows:

AGREEMENT

1. Scope of Services. The added Scope of Services and Budget related to this Amendment is set forth in the amended and restated Exhibit A and attached hereto. Subject to review and approval from Commission which shall not be unreasonably withheld, Consultants may contract with a third party to carry out Consultant's Scope of Services under close oversight and management of third party.

2. Payment. The following language in Section 2 is hereby added to the Agreement to read as follows:

“b. iii. Language Regarding Payment Process Upon Execution of Amendment: Upon execution of this Amendment and for eleven (11) months from the Execution Date of this Amendment, Consultant shall be paid a monthly amount of \$10,000 through the monthly draw process for a total amount not to exceed \$110,000 for the scope of work in Exhibit A related to this amendment.

In no event shall the amount payable to the Consultant by Commission pursuant to this Agreement exceed \$5,470,000.”

3. Effective Date. Effective Date of the Amendment is August ____ 2025.

4. Execution Date. Execution Date of the Amendment is August ____, 2025

5. Full Force and Effect. Except as expressly modified hereby, all other terms and provisions of the Original Agreement shall remain in full force and effect, are incorporated herein by this reference and shall govern the conduct of the parties; provided, however, to the extent of any inconsistency between the provisions of the Original Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year above written.

COMMISSION:

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION
a public body corporate and public

By: _____

Name: Michelle Whitman

Its: Executive Director

APPROVED AS TO FORM

By: _____

Name: Aldo Mercado

Its: Deputy County Counsel

CONSULTANT:

MIDPEN HOUSING CORPORATION

a California public benefit corporation

By: _____

Name: Joanna Carman

Its: Assistant Secretary

Exhibit A

Scope of Services & Budget

DDA Phase II Parcels: Civic and Commercial (remainder parcels)

Duration: Through completion of the RFI and associated selection of owner/developer(s) for the DDA Phase II parcels.

Anticipated services include, but are not necessarily limited to the following:

- Assist with preparing an RFI package complying with Commission's procurement requirements
- Assist with reviewing RFI responses
- Assist with responding to owner/developers' RFI questions
- Identify and recommend an owner/developer(s) from the RFI respondents
- Conduct progress and other meetings with representatives of the Commission
- Report weekly and/or monthly as needed to representatives of the Commission
- Prepare reports and make presentations as required
- Prepare and distribute meeting minutes
- Prepare and manage project progress and schedule(s)
- Prepare and manage project budget and cost reporting
- Track documents and communicate with Commission
- Assist with sub-consultant selection for community engagement
- Assist with coordinating sub-consultants' work
- Manage sub-consultants and process
- Coordinate the billing and invoice system for the sub-consultants
- Obtain reports such as appraisal and other reports as necessary for the parcels
- Provide other services related to this scope as mutually agreed to by the parties

RACI Definitions:

R = Responsible: Organization acting as lead and has responsibility for performing the activity, in consultation with the other party. Organization who does the work to complete the task or makes the decisions required to execute the task.

A = Accountable: Organization ultimately answerable for the correct and thorough completion of the task (who "takes ownership" for the work). Organization who ensures the prerequisites of the task are met, and who delegates the work to those Responsible. Party to whom the Responsible is Accountable. Accountable must sign off (approve) on the work before it can be deemed complete (thus, Accountable has final decision-making authority).

(Note: An "A" for both organizations is equivalent to consensus)

C = Consulted: Organization that will contribute to Responsible party's task by providing feedback/input on the task before the work can be completed. Two-way communication. The Consulted is an active participant.

I = Informed: Organization that needs to know of the decision or action, i.e. will be kept up-to-date on progress. One-way communication. Informed needs updates on progress or decisions, but they do not need to be formally Consulted, nor do they contribute directly to the task or decision.

Note: Roles and responsibilities are outlined to provide clarity to both organizations. The ultimate goal of both organizations is a successful project.

Task (chronological order)	CDC	MidPen	Deadline	Notes/Rationale
General Project Management				Through RFI completion and associated selection of developer(s) for the P2 parcels
Conduct progress and other meetings with representatives of the CDC	C, I	R, A	Ongoing	
Report weekly and/or monthly to representatives of the Commission	C, I	R, A	Ongoing	
Prepare reports and make presentations as required	C, I	R, A	Ongoing	
Prepare and distribute meeting minutes	C, I	R, A	Ongoing	
Track documents and communicate with CDC	C, I	R, A	Ongoing	
Develop and manage project schedule	A, C	R	Ongoing	
Prepare and manage project budget and cost reporting	A, C	R	Ongoing	
Sub-consultant contract management, billing & invoices management	A, C	R	Ongoing	
Due Diligence for RFI				
Engage subconsultant(s) to obtain appraisals and other reports as necessary for the parcels	A, C	R	Prior to RFI	MidPen will have a budget for engaging consultants.
Outline BoS schedule and milestone expectations for selected developer(s)	R, A	C, I	Prior to RFI	
Determine development schedule post-selection	A, C	R	Prior to RFI	Eg, due diligence by selected developer(s) occurs after May 2026; escrow occurs after May 2026
Resolve outstanding Surplus Lands Act disposition questions	R, A	I	Prior to RFI	
Address potential Force Majeure challenges to implementation timeline	R, A	C, I	Prior to RFI	
Clarify how market rate housing parcel will be discussed in RFI	R, A	C, I	Prior to RFI	

Plaza permit issuance	A, C	R	Prior to RFI	
Record Final Map	A, C	R	Dec-25	
Complete TDR Phase 1 Public Improvements	A, C	R	Dec-25	
Community Outreach				
Outline community engagement timeline	R, A	C, I	Prior to RFI	Schedule + number of meetings
Determine meeting(s) content	R, A	C, I	TBD if prior to or concurrent with RFI	
Determine budget for community engagement	R, A	C, I		
Select subconsultant(s) for engagement implementation	R, A	C, I		
Engage selected subconsultant(s) as needed	A, C	R		
Manage selected subconsultant(s) timeline and budget	A, C	R		MidPen will contract with and manage sub-consultant
Prepare meeting(s) materials	A, C	R		
Manage meeting(s) logistics	A, C	R		
Summarize outcomes of meeting(s)	C, I	R, A	Within 30 days of mtg(s)	
RFI Issuance & Developer(s) Selection				
Draft RFI & attachments/exhibits	R, A	C, I	Prior to RFI	MidPen to assist with preparing an RFI package complying with Commissions' procurement requirements.
Develop scoring rubric	R, A	C, I	Prior to RFI	
Determine selection committee members	R, A	C, I	Min 30 days prior to RFI deadline	
Review and score proposals	R, A	C, I	Within 30 days of RFI deadline	MidPen to assist with reviewing RFI responses
Respond to owner/developers' questions	R, A	C, I	Within 30 days of RFI deadline	
Conduct developer interviews	R, A	C, I	Within 30 days of RFI deadline	
Recommend developer(s) selection	A, C	R	Within 30 days of RFI deadline	
Select developer(s)	R, A	C, I	Within 30 days of RFI deadline, dependent on Board of Supervisors' meeting schedule	As required by Commission's procurement standards

BUDGET – Civic and Commercial Parcels

	PSA Amendment #6
INCREASED MANAGEMENT FEE UNDER EXISTING AUTHORIZED BUDGET	
Consultant/MidPen Management Fee <i>(for scope of work solely related to Civic and Commercial parcels)</i>	\$110,000 (\$10,000/month)
NEW AUTHORIZATION	
Community Engagement	\$20,000
Appraisals	\$20,000
Other misc. subconsultants & Contingency	\$10,000
TOTALS	
Budget Adjustment per Amendment 6	\$50,000
Grand Total at Amendment 5	\$5,420,000
Grand Total PSA Cumulative	\$5,470,000