

**SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment ("Amendment"), dated as of [December 1, 2022](#) ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Dyett & Bhatia, Urban and Regional Planners, a California corporation, hereinafter referred to as ("Consultant").

**RECITALS**

WHEREAS, County and Consultant entered into that certain Agreement, dated December 17, 2019, for the processing and preparation of The Specific Plan & Program EIR for the Sonoma Developmental Center; and

WHEREAS, County and Consultant amended the Agreement, dated September 13, 2022, to provide additional services, augment existing services and to increase the amount not to exceed of the agreement by \$238,328 for additional tasks added to the scope of work including outreach to additional bodies and agencies, expanded community outreach to underrepresented communities, clarification of vision and guiding principles, use of an existing water supply assessment to review and provide edits for consistency with State law, inclusion of project alternatives, open house meetings to present draft goals and policy topics to the public; and

WHEREAS, County and Consultant desire to amend the Agreement to provide additional services, augment existing services and to increase the amount not to exceed of the agreement by \$87,824.52 for additional tasks added to the scope including to review and address public and agency comments to the draft Environmental Impact Report and, through the coordination with County staff, publish four supplemental documents to the final EIR; and

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 2.1 Payment Terms, first paragraph is hereby deleted in its entirety and replaced with the following language:

2.1 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 B3, provided, however, that total payments to Consultant under the Agreement and this Amendment shall not exceed \$1,771,861.52, 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. Exhibit A2: Scope of Work, is deleted in its entirety and replaced with the attached Exhibit A3: Scope of Work.

3. Exhibit B2, is deleted in its entirety and replaced with the attached Exhibit B3.

4. 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.

5. 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 to be effective as of the Effective Date.

**CONSULTANT:**

Dyett & Bhatia, Urban and Regional  
Planners

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: \_\_\_\_\_

---