

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated as of November 19, 2019 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and 4Leaf, Inc., hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated January 8, 2019, for building plan review and building inspections services to ensure the residents of Sonoma County are able to repair or reconstruct fire damaged or destroyed homes and structures; and

WHEREAS, due to the Sonoma Complex Fire of 2017 and the Kincade Fire of 2019, there is a need for building plan review and building inspection services as residents of Sonoma County seek to repair or reconstruct fire damaged or destroyed homes and structures; and

WHEREAS, County and Consultant desire to amend the Agreement to include additional scope related to properties impacted by the Kincade Fire of 2019,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Exhibit A, Scope of Work, Task 1, Section h., of the Agreement is deleted and replaced with the following:

h. Consultant shall at a minimum provide the following staff at trailers provided by Permit Sonoma during all times the County of Sonoma Administrative Offices are open to the public with the following personnel to perform Plan Review Services:

- i. (1) Project Manager
- ii. (2) Plan Examiners
- iii. (1) Supervising Permit Technician
- iv. (1) Administrative Support
- v. (2) Building Inspectors

3. Exhibit A, Scope of Work, Task 4 of the Agreement is amended to add and include the following:

Kincade Fire Specific Outreach. Consultant shall conduct three (3) community meetings located at times mutually agreed to between Consultant and County. The meetings will take place in Geyserville, Healdsburg, and Windsor. The community meetings shall provide information to the public and design professionals that informs the public about the policies and procedures of obtaining permits for repairing and reconstructing fire damaged and destroyed dwellings and structures, including but not limited to design requirements, model code requirements, Sonoma County Code requirements for building, septic and fire code compliance, and any and all state law requirements. Consultant shall provide information on how to submit plans for approval to obtain permits, the process for approval, processes for scheduling inspection appointments, and any other information necessary for residents of Sonoma County to obtain the permits described above and eventual certificates of occupancy or other governmental approval necessary to close out a permit.

4. Agreement Exhibit B Compensation, INSPECTIONS, Fixed Fee for Inspections for Dwelling or Accessory Structures: is amended to include the following tiers which shall apply only to new permit applications submitted after the Effective Date of this First Amendment:

Fixed Fee for Inspections for Dwelling or Accessory Structures:

• 0-1,000 square feet:	\$2,023.00
• 1,001-1,500 square feet:	\$2,633.00
• 1,501-2,000 square feet:	\$3,194.00
• 2,001-2,500 square feet:	\$3,759.00
• 2,501-3,000 square feet:	\$4,324.00
• 3,001-3,500 square feet:	\$4,744.00
• 3,501-4,000 square feet:	\$5,164.00
• 4,001-4,500 square feet:	\$5,584.00
• 4,501-5,000 square feet:	\$6,004.00
• > 5,000 square feet:	\$6,424.00

All permit applications submitted prior to the Effective Date shall continue to be subject to the Fixed Fees for Inspections contained in the Agreement immediately preceding this First Amendment.

5. Except to the extent the Agreement is expressly and explicitly 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 First Amendment as of the Effective Date.

CONSULTANT:

4Leaf, Inc.

By:  _____

Name: Kevin Duggan

Title: President - 4LEAF, Inc.

Date: 11/14/2019

COUNTY OF SONOMA:

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

By: _____

Tennis Wick, Director

Permit and Resource Management Dept.

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____

County Counsel

Date: _____
