



**SECOND AMENDMENT**  
**TO AGREEMENT BY AND BETWEEN**  
**CINQUINI & PASSARINO, INC.,**  
**AND**  
**SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE**  
**DISTRICT**

This Second Amendment ("Second Amendment") to the Agreement for As-Needed Land Surveyor Services, effective upon execution by the District General Manager ("Effective Date"), is made by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district (hereinafter "District"), and Cinquini & Passarino, Inc., a California corporation (hereinafter "Consultant").

**RECITALS**

WHEREAS, District and Consultant entered into that certain Agreement, dated April 30, 2019, to provide typical licensed land surveyor services and to oversee District staff serving as the District's Responsible Charge, as identified in Professional Land Surveyor's Act, for District fee and conservation easement properties located throughout Sonoma County ("Original Agreement"); and

WHEREAS, District and the Consultant entered into a First Amendment to the Original Agreement ("First Amendment"), effective July 15, 2021, to extend the term to April 30, 2024 due to the continuing need for land surveying services in support of ongoing conservation easement acquisition, fee title transfers, and stewardship; and WHEREAS, the Original Agreement, as amended by the First Amendment, is hereinafter referred to as the "Agreement"; and

WHEREAS, through this Second Amendment the District and Consultant desire to further amend the Agreement in order to (1) update the rate sheet within the Scope of Work; and (2) add One Hundred Fifty Thousand Dollars (\$150,000.00) to the budget for a total contract amount not-to-exceed Four Hundred Fifty-Five Thousand Dollars (\$455,000).

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 first sentence of Section 1 of the Agreement is hereby deleted and replaced with the following language:

"1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit A, Exhibit A-1, and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A, Exhibit A-1, and Exhibit A-2 and pursuant to Article 8, Prosecution of Work."

2. The first sentence of Section 2 of the Agreement is hereby deleted and replaced with the following language:

"2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in the Scope of Work, provided, however, that total payments to Consultant shall not exceed Four Hundred Fifty-Five Thousand Dollars (\$455,000) without the prior written approval of District."

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 District arising thereunder.
4. This Second 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 Second Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

DISTRICT AND CONSULTANT HAVE CAREFULLY REVIEWED  
THIS SECOND AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND,  
BY EXECUTION OF THIS SECOND AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY  
CONSENT THERETO.

IN WITNESS WHEREOF the parties hereto have executed this Second Amendment as of  
the Effective Date.

CONSULTANT: Cinquini & Passarino, Inc.

SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE DISTRICT

By: \_\_\_\_\_  
James M. Dickey, P.L.S. 7935  
Principal

By: \_\_\_\_\_  
Misti Arias, General Manager

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

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

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: \_\_\_\_\_  
Jennifer Kuszmar,  
Acquisition Program Manager

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

APPROVED AS TO FORM BY:

By: \_\_\_\_\_  
Luke Bowman,  
Deputy County Counsel

CERTIFICATES OF INSURANCE ON  
FILE WITH THE DISTRICT:

By: \_\_\_\_\_  
Michelle Nozzari,  
Administrative Aide

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