#### SECOND AMENDMENT

# TO AGREEMENT BY AND BETWEEN SINGING STREAM CONSERVATION CONSULTANTS AND

## SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

This Second Amendment to the Agreement for As-Needed Services for Acquisition Strategy, Policy, and Transactions ("Second Amendment"), effective upon execution by the District General Manager ("Effective Date"), is by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district (hereinafter "District"), and Singing Stream Conservation Consultants, a Limited Liability Corporation (hereinafter "Consultant").

### RECITALS

WHEREAS, District and Consultant entered into that certain Agreement, dated July 19, 2023 for As-Needed Services for Acquisition Strategy, Policy, and Transactions ("Original Agreement"); and

WHERAS, District and Consultant Executed the First Amendment to the Original Agreement on July 25, 2024 to add \$150,000 to the contract; and

WHEREAS, District and the Consultant desire to increase the contract budget to \$450,000 in order to ensure additional support and continuity in management of pending and potential acquisition projects and program strategies.;

WHEREAS, the First Amendment, as amended by this Second Amendment, shall hereinafter be referred to as the "Agreement."

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

### AGREEMENT

1. Section 2 of the Agreement is hereby amended to increase the total amounts payable to Consultant to Four Hundred and Fifty Thousand Dollars (\$450,000). All remaining terms are the same.

2.	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.
3.	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.
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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 First Amendment as of the Effective Date.

CONSULTANT: SINGING STREAM CONSERVATION CONSULTANTS	SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT	
Зу:	Ву:	
Brenda Schick, Owner	Misti Arias,	
	General Manager	
Date:	Date:	
	Date.	
	APPROVED AS TO SUBSTANCE FOR DISTRICT:	
	Ву:	
	Jennifer Kuszmar,	
	Acquisition Manager	
	Date:	
	APPROVED AS TO FORM BY:	
	Ву:	
	Lisa Pheatt,	
	Deputy County Counsel	
	CERTIFICATES OF INSURANCE ON	
	FILE WITH THE DISTRICT:	
	Ву:	
	Michelle Nozzari,	
	Administrative Aide	
	Date:	