

**FIRST AMENDMENT TO JOINT POWERS AGREEMENT BY AND BETWEEN
THE CITY OF CLOVERDALE AND THE COUNTY OF SONOMA REGARDING
MAINTENANCE AND INSPECTION OF CLOVERDALE RIVER PARK TO
PROVIDE FOR THE HEALTH, SAFETY, AND WELFARE AND MEET THE
RECREATION NEEDS OF THE CITIZENS OF CLOVERDALE AND THE
SONOMA COUNTY REGIONAL PARK COMMUNITY**

This First Amendment ("Amendment"), dated as of July 1, 2025, ("the Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and The City of Cloverdale, ("City"), a California municipal corporation of the State of California (collectively, the "Parties").

RECITALS:

WHEREAS, each of the Parties to this Agreement is a government agency duly authorized and existing under the laws of the State of California, and situated within the boundaries of the County of Sonoma; and

WHEREAS, the Parties previously entered into the Joint Powers Agreement dated July 1, 2022 ("Agreement"), under which the City provided maintenance and inspection services for the Cloverdale River Park on behalf of the County, and the Agreement is set to expire on June 30, 2025; and

WHEREAS, the Parties now desire to amend the Agreement to extend its term for an additional three (3) years, through June 30, 2028, and to adjust the compensation payable to the City, as set forth in this Amendment;

AGREEMENT

1. Section 5, Term, shall be amended to read as follows:

This Agreement will become effective and the Agreement term will commence upon the Effective Date. The Agreement will continue until June 30, 2028 or until terminated in accordance with Section 7.

2. Section 6. Obligations of the Parties, subsection B. OBLIGATIONS OF COUNTY, paragraph 1) Payment, subsection a. Budget for Services and Costs shall be amended to add the following:

1. Addition of Payment Terms for the Extended Term:

Effective July 1, 2025, the City shall be paid at a rate of \$23,948.78 per quarter for the services described in Section A; total payments to City for the period July 1, 2025 – June 30, 2028, shall not exceed \$287,385.41 for the term of this Agreement, and shall be allocated with the following limits:

Scheduled Maintenance Services	\$277,385.41
Emergency/Open Scope Services	<u>\$10,000.00</u>
Total Not-to-Exceed Cost	\$287,385.41

2. Amendment to the Final Paragraph of Section 6, Subsection B, Paragraph 1(a):

The final paragraph of Section 6, Subsection B, Paragraph 1(a) shall be amended to read as follows:

A fixed total amount of \$10,000 is allocated for Emergency/Open Scope Services for the duration of the Agreement, to cover such services as they arise, billed at the rates specified in Exhibit C. The total contract amount, including this allocation, will be distributed in equal quarterly payments over the term of the Agreement. The Director of Regional Parks and City Manager shall have the authority to review service levels annually and make adjustments as necessary, provided they remain within the established budget limits.

3. Section 6. Obligations of the Parties, subsection C. ADDITIONAL OBLIGATIONS, paragraph 1) Billing and Payment shall be amended to add the following:

Effective July 1, 2025, the City shall provide billings to the County within thirty (30) days after the end of each calendar quarter during the Term at a rate of \$23,948.78 per quarter, and, subject to approval by the County, shall be paid within thirty (30) days of receipt of an invoice.

4. Section 12. Invoices, Notices, Bills, the County's address shall be amended as follows:

David Robinson, Park Manager, Sonoma County Regional Parks
Dept., 400 Aviation Blvd, Ste 100, Santa Rosa, CA 95403.

Phone: 707-565-2041; Email: David.Robinson@sonoma-county.org

5. Exhibit C, Emergency and Open Scope Services Labor Rates shall be amended to add the following fee schedule for the extended term of the Agreement, covering the period of July 1, 2025 – June 30, 2028, as set forth below:

Labor Rates Summary (FY25-28)

FY25-26 Labor Rates

Position	Hourly Rate (\$)	Hours/ Week	Weekly Cost (\$)	Annual Cost (\$)
Parks Superintendent	142.00	4	568.00	29,536.00
Park and Landscape Assistant	98.00	9	882.00	45,864.00
Finance & HR Manager	132.00	0.5	66.00	3,432.00
Finance Director	123.00	0.5	61.50	3,198.00
Vehicle Charge	28.65	4	114.6	5,959.20
Subtotal				87,989.20

FY26-27 Labor Rates

Position	Hourly Rate (\$)	Hours/ Week	Weekly Cost (\$)	Annual Cost (\$)
Parks Superintendent	149.10	4	596.40	31,012.80
Park and Landscape Assistant	102.90	9	926.10	48,157.20
Finance & HR Manager	138.60	0.5	69.30	3,603.60
Finance Director	129.15	0.5	64.58	3,357.90
Vehicle Charge	30.08	4	120.33	6,257.16
Subtotal				92,388.66

FY27-28 Labor Rates

Position	Hourly Rate (\$)	Hours/ Week	Weekly Cost (\$)	Annual Cost (\$)
Parks Superintendent	156.56	4	626.22	32,563.44
Park and Landscape Assistant	108.05	9	972.41	50,565.06
Finance & HR Manager	145.53	0.5	72.48	3,783.78
Finance Director	135.61	0.5	67.80	3,525.80
Vehicle Charge	31.58	4	126.34	6,569.47
Subtotal				97,007.55

Total Labor Costs (FY25-28)

Description	Total Amount (\$)
Total Labor Cost (All Years)	277,385.41

Emergency/Open Scope Services Not to Exceed	10,000.00
Final Total	287,385.41

6. 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.

7. 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 CITY 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 as of the effective date.

CITY OF CLOVERDALE:

COUNTY OF SONOMA:

Kevin Thompson,
City Manager

Bert Whitaker
Regional Pars Director

Date

Date

APPROVED AS TO FORM

County Counsel

Date