

**FIRSTAMENDMENT  
TO  
THEAGREEMENT**

This First Amendment ("Amendment"), dated as of December 10, 2024, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and the City of Sebastopol, (hereinafter referred to as GRANTEE).

**RECITALS**

WHEREAS, County and Grantee entered into a funding Agreement, dated November 16, 2023, (**the "Original Agreement"**) to complete pedestrian improvements in the location of Sunset Avenue and Taft Street in Sebastopol, California; and

WHEREAS, County and Consultant desire to amend the Agreement to provide additional services and to extend the time.

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 Recitals stated above are true and correct and are incorporated herein.
2. Paragraph 3 of the Original Agreement, titled "Grant Use and Purpose," shall be amended to read as follows:

Grant funds may only be used for the design, construction and inspection of the following work at the locations of Sunset Avenue at Taft Street.

- Upgrade crosswalk markings including shark's teeth;
- Install double sided flashing pedestrian crossing signs with circular LED flashers in similar style to other Sebastopol crossings;
- Upgrade curb ramps to current ADA standards; and
- Add solar streetlight pole.

GRANTEE undertakes the project(s) at GRANTEE's sole risk, expense, responsibility, and election, and COUNTY shall have no responsibility for or ownership of the Grant-funded items as a result of this Agreement.

3. Paragraph 4 of the Original Agreement, titled "Term," shall be amended to read as follows:

The Grant and the right to use the Grant (or any portion thereof) shall terminate should the Grant Use and Purpose work not be completed and all receipts, claims, and other required documentation not be submitted to COUNTY by January 15, 2025. Notwithstanding, COUNTY, in its sole discretion, may allow for an extension of time to extend the availability of the Grant for good cause shown or other proper circumstance as determined

by COUNTY.

4. Except to the extent the Original Agreement is specifically amended or supplemented hereby, the Original 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 Original 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 as of the effective date.

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
County Counsel

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

**City of Sebastopol**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONSUL**