

ATTACHMENT 1

FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN SINGING STREAM CONSERVATION CONSULTANTS AND SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

This First Amendment to Agreement for As-Needed Services for Acquisition Strategy, Policy, and Transactions ("First 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

WHEREAS, District and the Consultant desire to (1) clarify the term of the Original Agreement (2) increase the contract budget to \$300,000 in order to ensure additional support and continuity in management of pending and potential acquisition projects and program strategies.;

WHEREAS, the Original Agreement, as amended by this First 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:

A G R E E M E N T

1. 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 Exhibits A provided, however, that total payments to Consultant shall not exceed Three Hundred Thousand Dollars (\$300,000.00) without the prior written

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approval of District. Upon completion of work, Consultant shall submit its invoice for payment and shall identify the services completed and the amount charged.

The invoices shall show or include:

- Consultant Name: Singing Stream Conservation Consultants
- Name of Project: Acquisition Strategy, Policy, and Transactions
- District Contract Number: Contract #
- Payment remittance address
- Copies of all subconsultant invoices, if any
- Description of services performed
- The hourly rate or rates of the persons performing the task, not-to-exceed the rates set forth in Exhibit A
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District.

Expenses not expressly authorized by the Agreement shall not be reimbursed. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District in its sole discretion.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the District shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, District requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the District of any changes in the facts. Forms should be sent to the District pursuant to Article 3. To reduce the amount withheld, Consultant has the option to provide District with either a full or partial waiver from the State of California.

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2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following language:

“4. Term of Agreement. The term of this Agreement shall commence upon the Effective Date of the Original Agreement and it shall expire on June 30, 2026 (6/30/2026) unless terminated earlier in accordance with the provisions of Article 5 below. The District may extend the term of this Agreement for an optional two year period at the discretion of the General Manager.”

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 First 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 First Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

[illegible]

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DISTRICT AND CONSULTANT HAVE CAREFULLY REVIEWED
THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY
EXECUTION OF THIS FIRST 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 CONSULTANT

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Brenda Schick,
Owner

By: _____
Misti Arias,
General Manager

Date: _____

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Jennifer Kuszmar,
Acquisition Manager

Date: _____

APPROVED AS TO FORM BY:

By: _____
Lisa Pheatt,
Deputy County Counsel

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT:

By: _____
Sara Ortiz,
Administrative Aide

Date: _____