

FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN
CONSERVATION CORPS NORTH BAY
AND
SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT
FOR
AS-NEEDED LAND MANAGEMENT SERVICES

This First Amendment to Agreement for As-Needed Land Management Services ("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 Conservation Corps North Bay, a California nonprofit corporation (hereinafter "Contractor").

RECITALS

WHEREAS, District and Contractor entered into that certain Agreement, dated March 12, 2024 for debris removal, hauling and disposal, vegetation management, fire abatement and fuel load reduction, mowing, and land management services, ("Original Agreement"); and

WHEREAS, District and the Contractor desire to amend the Original Agreement to increase the contract budget from \$75,000 to \$150,000 in order to continue as-needed vegetation management services and begin new as-needed land management projects, including fire abatement mowing and invasive species removal on District-owned properties; and

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:

AGREEMENT

1. Exhibit A to the Agreement is deleted and replaced with Exhibit A-1, attached hereto and incorporated herein.
2. Section 1.1 of the Agreement is hereby deleted and replaced with the following language:

1.1 Request for Services. Contractor shall perform the services described in Exhibit A-1, attached hereto and incorporated herein by reference (hereinafter “Scope of Work”) as requested from time to time by District in its sole discretion (hereinafter the “work” or “Work”). Work will be authorized and performed only upon written authorization signed by District and Contractor in a form attached hereto as Exhibit B (“Task Order”). Prior to work being performed under this Agreement, District and Contractor will establish and agree on the following information, which agreement shall be reflected in the Task Order: 1) time allowed to perform work; 2) schedule for deliverables; 3) lump sum cost; 4) list of key personnel, if applicable; 5) list of authorized subcontractors, if applicable; and 6) project-specific items to be provided by District. Once signed by both parties, a Task Order shall be considered incorporated into this Agreement as though fully set forth herein. In the event of a conflict between a Task Order and the body of this Agreement, the body of this Agreement shall control.

3. Section 2 of the Agreement is hereby deleted and replaced with the following language:

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

2.1 Lump Sum. For all services and incidental costs required hereunder, Contractor shall be paid on a lump sum basis in accordance with the Task Order authorizing such services and costs, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Each Task Order must include a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by District's Auditor and the District General Manager. The bill[s] shall identify the services completed and the amount charged. The total payments to Contractor pursuant to this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) without the prior written approval of District. The total payments to Contractor pursuant to any single Task Order shall not exceed Sixty Thousand Dollars (\$60,000). Contractor exceeds said amounts at Contractor's own risk. 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.

2.2 Taxes. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the District shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor 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 Contractor does not qualify, District requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor 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 Contractor agrees to promptly notify the District of any changes in the facts.

Forms should be sent to the District pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide District with either a full or partial waiver from the State of California.

4. 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.
5. 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.

/

/

/

/

/

/

/

DISTRICT AND CONTRACTOR 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.

CONTRACTOR: CONSERVATION CORPS
NORTH BAY

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Angel Minor, CEO

By: _____
Misti Arias, General Manager

Date: _____

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Sheri Emerson, Stewardship Manager

Date: _____

APPROVED AS TO FORM BY:

By: _____
Lisa Pheatt, Deputy County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT:

By: _____
Sara Ortiz, Administrative Aide

Date: _____

Exhibit A-1

Scope of Work and Rate Sheet

Debris Removal, Hauling and Disposal

If the Task Order specifies, Contractor shall provide debris removal, hauling, and disposal of debris from District properties, including construction materials, dirt spoils, invasive weeds or other vegetation (if specified by the District), homeless encampment debris, and infrastructure for Cannabis growing operations. Cannabis infrastructure could include irrigation tubing, seedling trays, and other agricultural equipment, camping supplies, food items, and fertilizers. Pesticides removal would not be included in this task but would be included under "Hazardous Materials/Conditions Remediation" below.

Debris should be reused and recycled where possible. The Contractor's proposal shall describe how materials would be reused or recycled.

Vegetation Management, Fire Abatement and Fuel Load Reduction

If the Task Order specifies, Contractor shall evaluate fuel load and fire conditions on a given property, determine the appropriate types of prescriptions recommended to reduce fire risk, and implement those prescriptions. This may include prescribed fire treatments and related control line preparation and rehabilitation, or targeted grazing with livestock to reduce fuels.

Tasks may include {but would not be limited to):

- 1) Assessing emergency access to property and estimating the vegetation removal and clearance necessary to allow emergency vehicle access to all areas of a given property;
- 2) Developing and implementing fuel load reduction plan in accordance with prescriptions and best management practices and defensible space criteria;
- 3) Developing and implementing fire management strategies, such as shaded fuel breaks;
- 4) Coordinating with local and state fire response agencies to confirm availability to respond to any emergency on District property during the vegetation removal and fire buffer establishment phase; and
- 5) Notifying all emergency responders of most appropriate access routes in case of any emergency on District property.

Mowing

If the Task Order specifies, Contractor shall mow annual grasses and other herbaceous vegetation in locations specified by District staff using tractor-pulled mower, string trimmer or similar other equipment.

Conservation Corps North Bay Natural Resources

SCHEDULE OF RATES *

(TO BE USED TO SUPPORT LUMP SUM PRICES SET BY TASK ORDERS. Compensation will not be paid based on time/materials.)

2026 Rates			
	Daily	Weekly	Annually
Supervised Crew of Six	\$3,648	\$14,592	\$758,784
Supervised Crew of Eight	\$4,456	\$17,824	\$926,848

2027 Rates**			
	Daily	Weekly	Annually
Supervised Crew of Six	\$3,792	\$15,168	\$788,736
Supervised Crew of Eight	\$4,648	\$18,592	\$966,784

*Rates may be raised on an annual basis subject to the prior written approval of the Ag + Open Space General Manager

**2027 rates are preliminary and subject to adjustment pending final state and county minimum wage and living wage determinations

Item	Extra Equipment	Cost per Day
Chipper		\$450
Dump Truck		\$375
Extra Vehicle		\$150

11 Pimentel Court, Novato, California 94949 (415) 454-4554
www.ccnorthbay.org