

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

This Third Amendment for As-Needed Services for Acquisition Strategy, Policy, and Transactions ("Third 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").

R E C I T A L S

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

WHEREAS, District and Consultant Executed the Second Amendment to the Original Agreement on August 28, 2025 to add \$150,000; and

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

WHEREAS, District and the Consultant desire to increase the total contract budget to \$600,000 in order to ensure additional support and continuity in management of pending and potential acquisition projects and program strategies.;

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 1.1 of the Agreement is hereby deleted and replaced with the following language:

"1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit A and Exhibit A-1, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A

and Exhibit A-1 and pursuant to Article 8, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A and Exhibit A-1, the provisions in the body of this Agreement shall control.”

2. 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 and A-1 provided, however, that total payments to Consultant shall not exceed Six Hundred Thousand Dollars(\$600,000) without the prior written 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: As-Needed Acquisition Strategy, Policy, and
- Transactions Services
- District Contract Number: O-1465
- 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-1
- The time in quarter hours devoted to the task(s)
- 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.”

3. Section 4 of the Agreement is hereby deleted and replaced with the following language:

“4. Term of Agreement. The term of this Agreement shall commence from Effective date of Original Agreement and terminate upon the depletion of the not-to-exceed amount listed in Section 2 or June 30, 2029, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein. District, at its option, shall have the right to extend the Term of the Agreement for two additional one-year periods by providing notice to Contractor.”

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 Third 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 Third 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 THIRD AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY
EXECUTION OF THIS THIRD AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY
CONSENT THERETO.

IN WITNESS WHEREOF the parties hereto have executed this Third 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: _____

Michelle Nozzari,
Administrative Aide

Date: _____

Exhibit A Scope of Work

Scope of Work and Projects:

- **Strategy:** Singing Stream will provide strategic advice related to the District's upcoming proactive solicitation outreach efforts related to the six property types that have been identified and prioritized. Strategic advice would be wide-ranging and include:
 - ☐ Funding partner collaboration with potential partners like the Moore Foundation
 - ☐ Development of a Riparian conservation program
 - ☐ Criteria and outreach plans for a buy-protect-sell pilot
- **Training:** Singing Stream will provide land protection training to existing board members, staff, and/or new staff. Training topics determined based on client need and in consultation with District leadership.
- **Mentoring/Coaching:** Singing Stream will provide mentoring/coaching to existing board members, staff, and/or new staff. Parameters of the relationship to be determined by District need.
- **Projects:** Singing Stream would help Ag + Open Space address the backlog of projects in the current pipeline and high priority opportunities that arise to ensure that staff can focus our efforts on proactive outreach efforts. This is a unique need at this time as Ag + Open Space is seeking to bolster its acquisition work by initiating outreach efforts to high priority areas that may significantly increase the acquisition workload. Singing Stream will take the lead on an as needed basis bringing several acquisition projects to completion in preparation for this increased workload. Ag + Open Space will identify the projects based upon need and areas of expertise. This work may also include developing grant proposals to leverage Ag + Open Space funding for conservation projects.

Singing Stream Conservation Consultants, LLC 2023 Rate Sheet

Rates:

- Project-by-Project – By Mutual Agreement
- Regular Rate - \$300/hour

- Discounted Rate for Nonprofits and Government Agencies - \$250/hour

Expenses:

- Customary travel expenses (airfare, ground, lodging, food) payable as incurred with advance client approval for travel.
- Travel days will not be billed at more than 8 hours per day.
- No other expenses are authorized.

Exhibit A-1 Scope of Work

Scope of Work and Projects:

- **Strategy:** Singing Stream will provide strategic advice related to the District's upcoming proactive solicitation outreach efforts related to the six property types that have been identified and prioritized. Strategic advice would be wide-ranging and include:
 - Funding partner collaboration with potential partners like the Moore Foundation
 - Development of a Riparian conservation program
 - Criteria and outreach plans for a buy-protect-sell pilot
- **Training:** Singing Stream will provide land protection training to existing board members, staff, and/or new staff. Training topics determined based on client need and in consultation with District leadership.
- **Mentoring/Coaching:** Singing Stream will provide mentoring/coaching to existing board members, staff, and/or new staff. Parameters of the relationship to be determined by District need.
- **Projects:** Singing Stream would help Ag + Open Space address the backlog of projects in the current pipeline and high priority opportunities that arise to ensure that staff can focus our efforts on proactive outreach efforts. This is a unique need at this time as Ag + Open Space is seeking to bolster its acquisition work by initiating outreach efforts to high priority areas that may significantly increase the acquisition workload. Singing Stream will take the lead on an as needed basis bringing several acquisition projects to completion in preparation for this increased workload. Ag + Open Space will identify the projects based upon need and areas of expertise. This work may also include developing grant proposals to leverage Ag + Open Space funding for conservation projects.

Singing Stream Conservation Consultants, LLC 2026 Rate Sheet

Rates:

- Project-by-Project – By Mutual Agreement
- Regular Rate - \$300/hour
- Discounted Rate for Nonprofits and Government Agencies - \$250/hour

Expenses:

- Customary travel expenses (airfare, ground, lodging, food) payable as incurred with advance client approval for travel.
- Travel days will not be billed at more than 8 hours per day.
- No other expenses are authorized.