

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AMENDMENT NO. 1 TO AGREEMENT NO. 240051B (FC)**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1** (“Amendment No. 1”) **TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 240051B (FC)** (“Agreement”) is made and entered into effective as of \_\_\_\_\_, 2024, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California (“DISTRICT”), and WETLAND CONSTRUCTION, INC, a California Corporation, whose mailing address is 4053 Denverton Rd, Suisun City, CA 94585, hereinafter referred to as “CONTRACTOR.” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, DISTRICT and CONTRACTOR entered into the Agreement as of June 27, 2023, to provide general maintenance services including sediment removal and management, bank stabilization, erosion control, flap gate and culvert repair and replacement, and additional related general engineering and maintenance services; and

**WHEREAS**, CONTRACTOR is willing to provide such services as well as additional services related to the DISTRICT’S programs; and

**WHEREAS**, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement, to increase the maximum total compensation from \$150,000 per year to \$293,900 for FY 2024-2025, only.

**TERMS**

**NOW, THEREFORE**, DISTRICT and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 3, subpart (c), of the Agreement is hereby amended to read as follows:

**Compensation.**

...

(c) Maximum Amount. Notwithstanding subparagraphs (a) or (b), the maximum payments under this Agreement shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000) per fiscal year provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

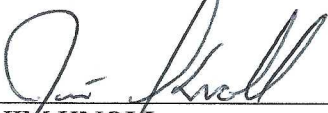
However, for fiscal year 2024-2025 only, the maximum payments shall not exceed TWO HUNDRED NINETY-THREE THOUSAND AND NINE

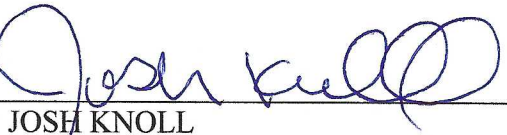
HUNDRED DOLLARS (\$293,900), provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

2. Except as provided in paragraph 1, above, the terms and provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment No. 1 is executed by DISTRICT and by CONTRACTOR through its duly authorized officer.

WETLAND CONSTRUCTION, INC

By   
\_\_\_\_\_  
JIM KNOLL  
President

By   
\_\_\_\_\_  
JOSH KNOLL  
Secretary

NAPA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT, a  
special district of the State of California

By: \_\_\_\_\_  
SCOTT SEDGLEY,  
Chairperson of the Board of Directors

“DISTRICT”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> District Counsel</p> <p>Date: <u>August 13, 2024</u></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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