

**AMENDMENT NO. 2 TO
NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AGREEMENT NO. 230184B (FC)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 230184B (FC) (“Agreement”) is made and entered into effective as of June 1, 2025, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California (“DISTRICT”), and Miller Starr Regalia, a California professional corporation, whose federal identification number is 94-314-9244 and business address is 1331 North California Blvd., Suite 600, Walnut Creek, CA 94596 (“COUNSEL”).

RECITALS

WHEREAS, as of December 6, 2022, DISTRICT and COUNSEL entered into the Agreement for legal services to assist with implementing the Napa River/Napa Creek Flood Protection Project (Project), a flood protection project with the U.S. Army Corps of Engineers; and

WHEREAS, on February 1 2025, COUNTY and COUNSEL entered into Amendment No. 1 to the Agreement to increase maximum compensation; and

WHEREAS, DISTRICT anticipates the need for continued legal services in the support of property acquisition of the Project; and

WHEREAS, DISTRICT and COUNSEL now desire to modify the provisions of the Agreement to increase the maximum compensation by TWO HUNDRED AND EIGHTY THOUSAND DOLLARS (\$280,000) to a new total of NINE AND EIGHTY THOUSAND DOLLARS (\$980,000).

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

TERMS

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

Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of NINE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$980,000) for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

2. This Amendment No. 2 shall be effective as of the Effective Date first set forth above.

3. Except as provided in paragraphs 1 and 2, above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.
4. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Amendment No. 2 is executed by DISTRICT and COUNSEL through their duly authorized officers.

MILLER STARR REGALIA

By 
F. GALE CONNOR

“COUNSEL”

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

By: _____
JOELLE GALLAGHER, Chairperson of the
Board of Directors

“DISTRICT”

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> District Counsel</p> <p>Date: June 30, 2025</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____ Processed By: _____</p> <p>_____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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