

**AMENDMENT NO. 1 TO  
NAPA COUNTY AGREEMENT NO. 230361B**

**PROFESSIONAL SERVICES AGREEMENT**

This AMENDMENT NO. 1 ("Amendment No. 1") to NAPA COUNTY AGREEMENT NO. 230361B ("Agreement") is made and entered into effective as of May 30, 2025, by and between the Napa County, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and J. F. BRENNAN COMPANY, INC., a Wisconsin corporation, whose mailing address is 818 Bainbridge Street, La Crosse, WI 54603, hereinafter referred to as "CONTRACTOR."

**RECITALS**

**WHEREAS**, on March 14, 2023, COUNTY entered into Napa County Agreement No. 230361B (the "Agreement") with CONTRACTOR for culvert flap-gate maintenance and inspection services; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to change the rate of compensation and increase the maximum compensation by THIRTY-FIVE THOUSAND (\$35,000) to a new total of SEVENTY THOUSAND DOLLARS (\$70,000); and

**WHEREAS**, CONTRACTOR is willing to continue to provide such specialized services to COUNTY under the terms and conditions set forth herein.

**TERMS**

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

1. Paragraph 3 of the Agreement is hereby amended in full to read as follows:
  - (a) Rates. In consideration of CONTRACTOR'S fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in "Exhibit B," attached to the original agreement and incorporated by reference herein, until June 30, 2025. Commencing on July 1, 2025, COUNTY shall pay CONTRACTOR at the rates set forth in "Exhibit B-1," attached to this amendment and incorporated by reference herein.
  - (b) Expenses. No travel or other expenses will be reimbursed by the DISTRICT.
  - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of SEVENTY THOUSAND DOLLARS (\$70,000) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

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

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

IN WITNESS WHEREOF, this Amendment No. 1 is executed by COUNTY and by CONTRACTOR through its duly authorized officers.

J. F. BRENNAN COMPANY, INC., a Wisconsin Corporation

By   
DANIEL GENTGES, Secretary

By   
MATT BINSFELD, President & Chief Executive Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
ANNE COTTRELL, Chairperson of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>May 29, 2025</u></p>	<p>APPROVED BY NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**AMENDMENT NO. 1 TO  
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**EXHIBIT B-1**

<b>J.F. Brennan - Rates</b>			
<b>Description</b>	<b>Unit Price</b>	<b>UOM</b>	<b>Total</b>
Dive Team to Inspect Flap Gates on Milton Road (3-Person Dive Team; 1-Wet;10-Hour Shift; M-F)	\$8,596.00	LS	\$8,596.00
Traffic Control Services	\$3,351.00	Day	\$3,351.00
Crane Service to Remove Trash Rack	\$4,611.00	Day	\$4,611.00