

**AMENDMENT NO. 1 TO
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT AGREEMENT NO. 230230B (FC)**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 1 ("Amendment No. 1") to NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 230230B (FC) ("Agreement") is made and entered into effective as of _____, 2025, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California ("DISTRICT"), and Ronald C. Critchely, whose mailing address is 1126 La Homa Dr., Napa CA 94558, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on December 6, 2022, DISTRICT entered into Napa County Flood Control and Water Conservation District Agreement No. 230230B (FC) (the "Agreement") with CONTRACTOR in order to assist DISTRICT with construction inspection services; and

WHEREAS, DISTRICT and CONTRACTOR now desire to amend the Agreement to update the term, change the rate of compensation, and increase maximum amount of compensation of the Agreement; and

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

TERMS

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

1. Paragraph 1, of the Agreement as to term is hereby amended in full to read as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for one additional year at the end of the fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the

expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. 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, DISTRICT shall pay CONTRACTOR at the rate of One Hundred (\$100.00) dollars per hour.
- (b) Expenses. No travel or other expenses will be reimbursed by the DISTRICT.
- (c) Maximum Amount. Notwithstanding subparagraph (a) and (b), the maximum payment under this Agreement shall be a total of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) 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.

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. 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 DISTRICT and by CONTRACTOR through its duly authorized officers.

RONALD C. CRITCHLEY

By 
RONALD C. CRITCHLEY

"CONTRACTOR"

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> Deputy County Counsel</p> <p>Date: <u>05/21/2025</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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