

**AMENDMENT NO. 1 TO NAPA BERRYESSA RESORT
IMPROVEMENT DISTRICT AGREEMENT NO. 250010B (NBRID)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 250010B (NBRID) is made and entered into effective as of the 24th day of June, 2025, by and between the NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT”, and SPECIALIZED UTILITY SERVICES PROGRAM (SUSP), a California corporation, whose business address is 1234 N. Market Boulevard, Sacramento, CA 95834, hereinafter referred to as “CONTRACTOR.” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and together as “Parties.”

RECITALS

WHEREAS, on June 25, 2024, DISTRICT and CONTRACTOR entered into Agreement 250010B (NBRID) (“Agreement”) for operations, management and maintenance (OM&M) services of the DISTRICT’s water and wastewater facilities; and

WHEREAS, due to the multiple water main breaks in the distribution system as well as increased process and control difficulties at the water and wastewater treatment facilities that occurred during heavy periods of rainfall in November 2024 and February 2025, CONTRACTOR was required to increase operational oversight, including procurement of necessary materials and services, to maintain operations of the water and wastewater facilities as required by the Agreement; and

WHEREAS, the additional oversight required to maintain operations of the water and wastewater facilities as required by the Agreement will exceed the maximum amount allowed under the Agreement by the end of Fiscal Year 2024-2025; and

WHEREAS, the Parties now wish to amend the Agreement to increase the maximum compensation payable under the Agreement for Fiscal Year 2024-2025 by \$20,000 to pay CONTRACTOR for the additional OM&M costs incurred, or that will be incurred, through the remainder of the fiscal year;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend NBRID Agreement No. 250010B as follows:

TERMS

1. Paragraph 3, subparagraphs (c) and (d) of the Agreement are amended to read in full as follows:

(c) Additional Services. DISTRICT may require that CONTRACTOR perform additional services beyond those described in the Scope of Services. The cost of Additional Services shall be based on the hourly rates set forth in Section II of Exhibit

“A” and expenses actually incurred. The total cost of any additional services performed under this Amendment for Fiscal Year 2024-25 shall not exceed FORTY THOUSAND FOUR HUNDRED DOLLARS (\$40,400) which includes the base annual allocation of Twenty Thousand Four Hundred Dollars (\$20,400) plus an additional Twenty Thousand Dollars (\$20,000) to compensate CONTRACTOR for additional services rendered through the end of Fiscal Year 2024-25. The total cost of any additional services performed under this Agreement in subsequent fiscal years will be TWENTY THOUSAND FOUR HUNDRED DOLLARS (\$20,400), and CONTRACTOR is not obligated to perform Additional Services in excess of this amount.

(d) Maximum Amount. Notwithstanding subparagraphs (a), (b) and (c), the maximum payments under this Amendment shall not exceed a total of FOUR HUNDRED SIXTEEN THOUSAND DOLLARS (\$416,000) for Fiscal Year 2024-25, which consists of a monthly maximum base fee of THIRTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$31,300) for OM&M services, and FORTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$40,400) to compensate CONTRACTOR for Additional Services in Fiscal Year 2024-25. The maximum payments under this Agreement in subsequent fiscal years shall not exceed a total of THREE HUNDRED NINETY-SIX THOUSAND DOLLARS (\$396,000) per fiscal year, which consists of a monthly maximum base fee of THIRTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$31,300) for OM&M services, and TWENTY THOUSAND FOUR HUNDRED DOLLARS (\$20,400) to compensate CONTRACTOR for Additional Services.

2. This Amendment No. 1 represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 1 shall remain in full force and effect.

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 intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 1 to NBRID Agreement No. 250010B (NBRID) is executed by the Napa Berryessa Resort Improvement District, acting by and through the Chair of its Governing Board, and by the Contractor through its duly authorized officers.

SPECIALIZED UTILITY SERVICES PROGRAM,
a California Corporation

By: 
Dan DeMoss, Chief Executive Officer

By: 
Dustin Hardwick, Secretary

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT,
a special district of the State of California,

By: _____
ANNE COTTRELL,
Chair of the Governing Board

APPROVED AS TO FORM Office of County Counsel / District Legal Counsel By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel Date: <u>June 15, 2025</u> PL Doc. No. 133346	APPROVED BY BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors / Secretary of the District By: _____
--	--	--