

**AMENDMENT NO. 3 TO
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT AGREEMENT NO. 220322B (FC)**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 3 (“Amendment No. 3”) to NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 220322B ("Agreement") is made and entered into effective as of this _____ day of _____, 2025, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California ("DISTRICT"), and Associated Right of Way Services, INC. a California corporation, whose mailing address is 1255 Treat Blvd., suite 815, Walnut Creek, California 94597, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on May 03, 2022, DISTRICT entered into Napa County Flood Control and Water Conservation District Agreement No. 220322B (the “Agreement”) with CONTRACTOR to obtain specialized services, as authorized by Government Code section 31000, in order to provide DISTRICT with services related to acquisition of interests in real property required for the implementation of the Napa River/Napa Creek Flood Protection Project; and

WHEREAS, DISTRICT and CONTRACTOR amended this agreement on August 22, 2023, to increase the maximum compensation and add additional parcels to the scope for acquisition; and

WHEREAS, DISTRICT and CONTRACTOR amended this agreement on June 18, 2024, to increase the maximum compensation and add additional parcels to the scope for acquisition; and

WHEREAS, DISTRICT and CONTRACTOR now desire to amend the Agreement to increase the term of the Agreement and amend the rates; 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 of the agreement 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, 2027, 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, 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 however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

2. Paragraph 3 (a), of the Agreement as to term of the agreement is hereby amended in full to read as follows:

Rates. Up to the effective date of this Agreement, in consideration of CONTRACTOR's fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit "B," as attached to the Agreement. Beginning on the effective date of this Agreement, in consideration of CONTRACTOR's fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit "B-1," as attached hereto and incorporated herein to this Amendment No. 3. CONTRACTOR will be allowed to submit an annual rate schedule adjustment each fiscal year based on the current Bay Area Construction Cost Index or another Index at the request of CONTRACTOR and approved by the DISTRICT ENGINEER in writing.

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. 3 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. 3 is executed by DISTRICT and by CONTRACTOR through its duly authorized officers.

ASSOCIATED RIGHT OF WAY SERVICES, INC.

DocuSigned by:
William S. Tannenbaum
By 2CC30B613F19481...
BILL TANNENBAUM, President

Signed by:
Matthew Schock
By E0C2A8057F0A471...
MATTHEW SCHOCK, Vice-President

“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: <i>Shana A. Bagley</i> Deputy County Counsel</p> <p>Date: May 16, 2025</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>
---	--	--

EXHIBIT “B-1”



ASSOCIATED RIGHT OF WAY SERVICES, INC. (AR/WS) FEE SCHEDULE

CONSULTING CATEGORY	RATE
Principal Consultant	\$295.00
Managing Consultant	\$230.00
Consultant III	\$180.00
Consultant II	\$160.00
Consultant I	\$140.00
Right of Way Technician	\$110.00
Administrative Support	\$95.00
Appraisal Reports	Lump Sum
Appraiser III (MAI) (Hourly)	\$240.00
Appraiser II (Hourly)	\$215.00
Appraiser I (Hourly)	\$190.00
Subcontractors	Cost + 10%
Preparation for Expert Witness Testimony & Court Appearances	\$400.00
Court Attendance and Testimony at Depositions, Arbitrations, Mediations, Hearings, and Trial	\$500.00

Rates subject to a 3% annual escalation