

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 2 TO AGREEMENT NO. 220222B (FC)**

THIS AMENDMENT NO. 2 TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 220222B (FC) (“Agreement”) is made and entered into effect as of this _____ day of _____, 2024, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California (“DISTRICT”), and Sonoma RSA, Inc., a California Corporation dba RSA+, whose mailing address is 1515 4th Street, Napa, California 94559 (“CONTRACTOR”).

RECITALS

WHEREAS, on January 4, 2022, DISTRICT and CONTRACTOR entered into the Agreement for specialized surveying services for the Napa River/Napa Creek Flood Protection Project, as directed by the DISTRICT; and

WHEREAS, on August 22, 2023, DISTRICT and CONTRACTOR signed Amendment No. 1, increasing the maximum compensation ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) to a total of THREE HUNDRED THOUSAND DOLLARS (\$300,000); and

WHEREAS, DISTRICT anticipates the need for additional specialized surveying services to support the design and construction of the Napa River/Napa Creek Flood Protection Project (Project) as well as other District projects on an as needed basis; and

WHEREAS, CONTRACTOR is willing to continue to provide such specialized surveying services, as directed by DISTRICT; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to increase the maximum compensation by ONE HUNDRED THOUSAND DOLLARS (\$100,000) to a new total of FOUR HUNDRED THOUSAND DOLLARS (\$400,000).

TERMS

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

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

Expenses. No travel or other expenses will be reimbursed by DISTRICT.

2. Paragraph 3(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 FOUR HUNDRED THOUSAND DOLLARS (\$400,000) for professional services; provided, however, that such amounts

shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered actually incurred.

3. This Amendment No. 2 shall be effective as of the Effective Date first set forth above.
4. Except as provided in (1), (2), and (3) above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.
5. 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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

SONOMA RSA, INC., a California Corporation
dba RSA+

DocuSigned by:
By Hugh Lin
HUGH LIN,
Chief Financial Officer
By Christopher M. Tibbits
CHRISTOPHER M. TIBBITS,
Chief Operating Officer

“CONTRACTOR”

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

By: _____
SCOTT SEDGLEY,
Chair 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: September 30, 2024</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: <i>NEHA HOSKINS</i> Secretary of the District Board</p> <p>By: _____</p>
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