

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 1 TO AGREEMENT NO. 210378B (FC)**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 1 (“Amendment No. 1”) TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 210378B (FC) ("Agreement") is made and entered into effective as of November 26, 2024, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California ("DISTRICT"), and Pacific Tree Care, a Division of the J. Allan Schneider Corp, whose business address is PO Box 34 Calistoga, CA 94515 (CONTRACTOR"). DISTRICT and CONTRACTOR may be referred to below individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DISTRICT wishes to obtain specialized services, as authorized by Government Code section 31000, in order to perform general landscaping and maintenance services; and

WHEREAS, on March 2, 2021, the DISTRICT advertised a Request For Proposals (RFP) for general landscape and maintenance services; Pacific Tree Care was selected through the RFP process and;

WHEREAS, due to winter weather events, additional work was required; and

WHEREAS, CONTRACTOR is willing to provide such additional services and continued specialized services to DISTRICT under the terms and conditions set forth herein; and

WHEREAS, DISTRICT and CONTRACTOR now desire to increase the maximum amount of compensation from to SIXTY THOUSAND DOLLARS to ONE HUNDRED AND TWENTY THOUSAND DOLLARS per fiscal year.

TERMS

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

1. Paragraph 3, subdivision (c), of the Agreement as to compensation is hereby amended in full to read as follows:

Maximum Amount. Notwithstanding subparagraphs (a) or (b), the maximum payments under this Agreement shall not exceed ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

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.

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

PACIFIC TREE CARE, a division of the J. Allan Schneider Corp.

By Joseph Schneider
Joseph A. Schneider, President

By Jacob Schneider
Jacob I. Schneider, Vice President

"CONTRACTOR"

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

By: _____
SCOTT SEDGLEY
Chairperson of the Board of Directors

"DISTRICT"

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| <p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: October 17, 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: Neha Hoskins Secretary of the District Board</p> <p>By: _____</p> |
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