

**AMENDMENT NO. 1 TO NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT AGREEMENT NO. 2301848B (FC)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 2301848B (FC) (“Agreement”) is made and entered into effective as of March 1, 2025, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California (“DISTRICT”), and Miller Starr Regalia, a California professional corporation, whose federal identification number is 94-314-9244 and business address is 1331 North California Blvd., Suite 600, Walnut Creek, CA 94596 (“COUNSEL”).

RECITALS

WHEREAS, as of December 6, 2022, DISTRICT and COUNSEL entered into the Agreement for legal services to assist with implementing the Napa River/Napa Creek Flood Protection Project (Project), a flood protection project with the U.S. Army Corps of Engineers; and

WHEREAS, DISTRICT anticipates the need for continued legal services in the support of property acquisition of the Project; and

WHEREAS, DISTRICT and COUNSEL now desire to modify the provisions of the Agreement to increase the maximum compensation by FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to a new total of SEVEN THOUSAND DOLLARS (\$700,000).

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

TERMS

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

Compensation.

(a) Rates. In consideration of COUNSEL's fulfillment of the promised work pursuant to the Amendment No. 1, COUNTY shall pay COUNSEL at the rate set forth in Exhibit “B-1,” attached hereto and incorporated by reference herein. Exhibit “B” is rescinded and replaced in full by Exhibit “B-1.”

2. Paragraph 3, subd.(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 SEVEN HUNDRED THOUSAND DOLLARS (\$700,000).for professional services and expenses; provided, however, that

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

3. This Amendment No. 1 shall be effective as of the Effective Date first set forth above.
4. Except as provided in paragraphs 1 through 3, above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.
5. 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 COUNSEL through their duly authorized officers.

MILLER STARR REGALIA

By 

F. GALE CONNOR

“COUNSEL”

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> District Counsel</p> <p>Date: March 7, 2025</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: . Processed By:</p> <p>_____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: __</p>
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EXHIBIT “B-1”

COMPENSATION AND EXPENSE REIMBURSEMENT

1. Methodology. Charges for professional services shall be in minimum units of 1/10th of an hour. Charges for such services include time spent on telephone calls to DISTRICT or its representatives. To the extent consistent with Exhibit “A,” charges may be made for each member of COUNSEL’s legal personnel in the event of necessary consultation among each other, and attendance at meetings by more than one person. Charges for professional services may include waiting time but shall only include travel time one way. Charges for miscellaneous expenses will be paid by COUNSEL and reimbursed by DISTRICT unless other arrangements are made with the County Counsel and reduced to writing.

2. Rates for Legal Services.

F. Gale Connor	\$450hr
Partners	\$450/hr
Associates	\$385hr
Paralegals	\$295/hr

3. Rates for Expenses.

In-Office Photocopying	\$.25 per page
Travel (if authorized in advance)	\$.58 per mile
Facsimile Transmission	\$.50 per page

4. Other expenses, if approved in advance, shall be billed at actual cost with supporting documentation for such costs provided to DISTRICT upon request.