

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 1 TO AGREEMENT NO. 210306 (FC)**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 1 (“Amendment No. 1”) TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 210380B (FC) ("Agreement") is made and entered into effective as of _____, _____, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California ("DISTRICT"), and HIGH SIERRA ELECTRONICS, INC., a California corporation, whose mailing address is 155 Spring Hill Drive, Suite 106, Grass Valley, CA, 95945 (CONTRACTOR). DISTRICT and CONTRACTOR may be referred to below individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into the Agreement as of March 6, 2021; and

WHEREAS, the Agreement provides for CONTRACTOR to assist DISTRICT with the maintenance and repair of DISTRICTS precipitation and stream gauge monitoring network and additional related services; and

WHEREAS, DISTRICT wishes to continue to receive these services from CONTRACTOR and CONTRACTOR is willing to continue to provide such services related to DISTRICTS monitoring network; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to extend the term of the Agreement to June 30, 2026, with optional renewal; and

WHEREAS, DISTRICT and CONTRACTOR now desire to increase the maximum amount of compensation from \$60,000 to \$80,000 per fiscal year.

TERMS

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

1. Paragraph 1 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, 2026, 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 an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) additional years, 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.

2. 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 EIGHTY THOUSAND DOLLARS (\$80,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

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. 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 LEFT BLANK INTENTIONALLY]

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

HIGH SIERRA ELECTRONICS, INC.

By 
JAMES LOGAN, Water Section Leader , CEO

“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"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>March 19, 2026</u> [Doc No 13114674]</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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