

**AMENDMENT NO. 1 TO
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT AGREEMENT NO. 230009B (FC)**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 1 ("Amendment No. 1") to NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 230009B (FC) ("Agreement") is made and entered into effective as of June 21, 2022, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California ("DISTRICT"), and Suzanne Bontempo, doing business as Plant Harmony, whose mailing address is 8917 Bodega Hwy, Sebastopol, CA 95472, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on June 21, 2022, DISTRICT entered into Napa County Flood Control and Water Conservation District Agreement No. 230009B (FC) (the "Agreement") with CONTRACTOR to obtain specialized services, as authorized by Government Code section 31000, in order to conduct the Our Water Our World (OWOW) public outreach program; and

WHEREAS, DISTRICT and CONTRACTOR now desire to amend the Agreement for time to increase the term of the Agreement; 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, 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 one additional year at the end of the fiscal year, under the terms and conditions then in

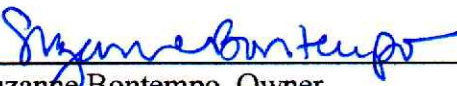
effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30 however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

2. 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.

SUZANNE BONTEMPO, DOING BUSINESS AS
PLANT HARMONY

By 
Suzanne Bontempo, Owner

"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"

APPROVED AS TO FORM Office of District Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: April 4, 2025	APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT Date: _____ Processed By: _____ Deputy Secretary of the District Board	ATTEST: NEHA HOSKINS Secretary of the District Board By: _____
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