

**AMENDMENT NO. 4 TO
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT AGREEMENT NO. 220322B (FC)**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 4 (“Amendment No. 4”) to NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 220322B (FC) ("Agreement") is made and entered into effective as of this _____ day of _____, 2025, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California ("DISTRICT"), and Associated Right of Way Services, INC. a California corporation, whose mailing address is 1255 Treat Blvd., suite 815, Walnut Creek, California 94597, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on May 03, 2022, DISTRICT entered into Napa County Flood Control and Water Conservation District Agreement No. 220322B (FC) (the “Agreement”) with CONTRACTOR to obtain specialized services, as authorized by Government Code section 31000, in order to provide DISTRICT with services related to acquisition of interests in real property required for the implementation of the Napa River/Napa Creek Flood Protection Project; and

WHEREAS, on August 22, 2023, DISTRICT and CONTRACTOR entered into Amendment No. 1 of the Agreement to increase the maximum compensation and add additional parcels to the scope for acquisition; and

WHEREAS, on June 18, 2024, DISTRICT and CONTRACTOR entered into Amendment No. 2 of the Agreement to increase the maximum compensation and add additional parcels to the scope for acquisition; and

WHEREAS, on June 10, 2025, DISTRICT and CONTRACTOR entered into Amendment No. 3 of the Agreement to increase the term of the Agreement and amend the rates; and

WHEREAS, DISTRICT and CONTRACTOR now desire to amend the Agreement to increase the maximum compensation by ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000) to a new total of TWO MILLION AND THIRTY-THREE THOUSAND DOLLARS (\$2,033,000) and add additional scopes of work in relation to preliminary right of way acquisitions for the Hatt to Imola Floodwalls phase of the Flood Project; and

WHEREAS, CONTRACTOR is willing to continue to provide such specialized services to DISTRICT under the terms and conditions set forth herein.

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TERMS

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

1. Paragraph 2 of the Agreement as to term of the agreement is hereby amended in full to read as follows:

Scope of Services. CONTRACTOR shall provide DISTRICT those services set forth in Exhibits “A,” “A-1,” “A-2,” as attached to the Agreement and related Amendments, and “A-3,” as attached to this Amendment No. 4 and incorporated by reference.

2. Paragraph 3, subd. (c), of the Agreement as to term of the agreement is hereby amended in full to read as follows:

Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of TWO MILLION AND THIRTY-THREE THOUSAND DOLLARS (\$2,033,000) 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. 4 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. 4 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. 4 is executed by DISTRICT and by CONTRACTOR through its duly authorized officers.

ASSOCIATED RIGHT OF WAY SERVICES, INC.

By 
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 BILL TANNENBAUM, President

By 
 E0C2A8057F0A471...
 MATTHEW SCHOCK, Vice-President

“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"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>November 19, 2025</u></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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EXHIBIT A-3

SCOPE OF WORK

Increment #2 – Floodwalls North of the Bypass Project: Continuing and Remaining Work

Acquisition Close Out, Escrow and Title Coordination, Administrative Settlement Drafting, Project Management, Oversight, and Support Services for the Following Parcels:

1. California Vacation Holdings (Riverpointe)
2. Murray (Pet Hospital)
3. Barazi (Ace and Vine)
4. Grassi
5. Bickford
6. Nerlove
7. Gracia
8. Valdovinos
9. Nicholson
10. Paris (Tow Truck Business)
11. Tompkins
12. WCH Napa (River Terrace Inn)
13. Calderon
14. Bess
15. Ellis
16. River Glen

(Estimated Budget: \$30,000)

As-Needed Relocation Assistance Program Implementation, Claims Review and Processing, Field Verifications, Project Management, Oversight, and Support Services for the Following Parcels:

1. Riverpointe
2. Pet Hospital
3. Ace and Vine
4. Calderon
5. Bess
6. Ellis

(Estimated Budget: \$25,000)

Increment #3 – Imola to Hatt Floodwalls Project: Right of Way and Real Property Pre-Acquisition Services

Provide pre-acquisition right of way and real property consulting services to assist the DISTRICT with planning, scheduling, compliance, and coordination activities necessary to support project readiness. Services will be performed under the general direction of the DISTRICT and may include, but are not limited to, the following:

- A. Project Planning and Strategy Development
- B. Title and Property Research
- C. Pre-Acquisition Coordination and Logistics
- D. Compliance and Documentation
- E. Right of Way Estimating and Value Engineering
- F. Consulting and Advisory Support
- G. Acquiring Preliminary Title Reports

(Estimated Budget: \$40,000)*

***An estimated budget of up to \$10,000 is allocated for preliminary title reports. Title report costs will be invoiced as charged by the title company.**

Increment #3 Project Assumptions

- *Up to ten (10) ownerships are anticipated for temporary construction easements.*
- *Consultant services are limited to pre-acquisition activities and do not include appraisal, negotiation, relocation, or condemnation functions unless separately authorized.*
- *DISTRICT will provide available project data, maps, and environmental documentation to support right of way planning efforts.*

Individual services shall commence upon specific request and continue in accordance with the DISTRICT's project schedule or as otherwise authorized in writing.

Preliminary Budget Estimate: \$95,000

Miscellaneous Additions to Scope – Budget Estimate: \$25,000

Total Budget Estimate: \$120,000

(All Budget Estimates are preliminary and may vary depending on actual work performed, levels of effort, and variables not known at this time. All budget categories are fungible.)