

**AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 210402B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO 210402B is made and entered into as of this ____ day of January, 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and BAE Urban Economics, whose mailing address is 803 2nd St., Suite A, Davis, CA 95616, hereinafter referred to as “CONTRACTOR,” along with Environmental Science Associates (“ESA”) as subcontractor/subconsultant.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210402B (the “Agreement”) on June 2, 2021 to obtain specialized services, as authorized by Government Code section 31000, in order to prepare the Napa County’s 2023-2031 Housing Element Update; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on June 21, 2022 to add services to support project management, public outreach and engagement, housing sites inventory analysis and coordination, as well as mapping and graphic presentation.; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the maximum compensation allowable under this Agreement to add services to support project management, team coordination and meetings, and revisions to the draft Housing & Safety Element Updates.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR amend Agreement No. 210402B as follows:

1. Paragraph 2 of the Agreement is hereby amended to add the following:

Scope of Services.

CONTRACTOR shall provide COUNTY those additional services set forth in Exhibit A-2, attached hereto and incorporated by reference herein. If there are inconsistencies between this Agreement and Exhibit A-2, the Agreement shall be controlling.”

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

Compensation.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of Eight Hundred Forty-Nine Thousand Thirty One dollars and Seventy-Four cents (\$849,031.74) for professional services

provided, however, that such amounts shall not be constructed as guaranteed sums, and compensation shall be based upon services actually rendered.”

3. Except as provided herein, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement was executed by the parties hereto as of the date first above written.

BAE URBAN ECONOMICS

By: _____
Matt Kowta, Managing Principal

ENVIRONMENTAL SCIENCE ASSOCIATES

By: _____
Daniel Dameron, Vice President

**NAPA COUNTY, a political subdivision of
the State of California**

By _____
Ryan Gregory, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: 12/29/22	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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