

**AMENDMENT NO. 3 OF
NAPA COUNTY AGREEMENT NO. 190327
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 190327 (the “Amendment”) is made and entered into effective as of the 24th day of January, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, acting by and through its Purchasing Agent, and Kaplan Kirsch Rockwell, LLP a Colorado limited liability partnership, whose business address is 1675 Broadway, Suite 2300, Denver, CO 80202, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190327, also known as Napa County Agreement NO. 190327C, (the “Agreement”) on January 25, 2019, executed Amendment No. 1 of the Agreement in October of 2021, and executed Amendment No. 2 of the Agreement in March of 2021; and

WHEREAS, COUNTY desires to secure additional services from CONTRACTOR.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 1 of the Agreement is amended as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2022, 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 COUNTY 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 two (2) 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 of the Agreement is amended as follows:

3. **Compensation.**

(a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the hourly rates set forth in Exhibit “B-1”, attached hereto and incorporated by reference herein.

(b) **Expenses.** No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of one hundred fifty thousand dollars (\$150,000) per fiscal year 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 reimbursable expenses actually incurred.

3. Except as provided in paragraph (1) and (2) above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 of Napa County Agreement No. 190327 on the date first above written.

KAPLAN KIRSCH ROCKWELL, LLP

By 

 PETER KIRSCH, Partner

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
 RYAN GREGORY, Chair
 Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Chris R. Y. Apallas</i> Deputy County Counsel</p> <p>Date: February 2, 2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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