

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 220014B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 220014B is made and entered into as of this ___ day of _____, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and KRISTIN LOWELL, INC, a California corporation whose mailing address 1420 E. Roseville Parkway, Suite 140-342, Roseville, California 95661, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on May 18, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220014B (Agreement) in order to prepare the Engineer’s Report required for the levy of assessments pertaining to County Service Area. No. 4 for Fiscal Year 2021/2022; and

WHEREAS, COUNTY needs further services to prepare an Engineer’s Report for Fiscal Year 2022/2023 and assistance with a Proposition 218 ballot measure for reauthorization of County Service Area No. 4; and

WHEREAS, CONTRACTOR is willing and able to continue providing services under the Agreement;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement No. 220014B as follows:

TERMS

1. Paragraph 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on May 18, 2021 and shall expire on June 30, 2023, 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).

2. Paragraph 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONTRACTOR shall prepare the Engineer's Report required for the levy of assessments pertaining to County Service Area No. 4 for Fiscal Year 2021/2022, as further set forth in Exhibit "A," attached hereto and hereby incorporated by reference. CONTRACTOR shall further prepare the Engineer's Report required for the levy of assessments pertaining to County Service Area No. 4 for Fiscal Year 2022/2023, and assist the COUNTY with a Proposition 218 ballot measure for reauthorization of County Service Area No. 4, as further set forth in Exhibit "A-1," attached hereto and hereby incorporated by reference.

3. Paragraph 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the Scope of Services in Exhibit "A," COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and hereby incorporated by reference. In consideration of CONTRACTOR's fulfillment of the Scope of Services in Exhibit "A-1," COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-1," attached hereto and hereby incorporated by reference

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B," or Exhibit "B-1" for travel and expenses associated with services in Exhibit "A-1."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed Seventeen Thousand Two Hundred Dollars (\$17,200) 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.

4. This Amendment No. 1 represents all the changes to the Agreement agreed to by the COUNTY and CONTRACTOR. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in Amendment No. 1 shall remain in full force and effect.

5. 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.

6. This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format (PDF) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 1 and shall have the same force and effect as a manually executed original.

IN WITNESS WHEREOF, this Amendment No. 1 is executed by the COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer.

KRISTIN LOWELL, INC.

By: Kristin Lowell
 KRISTIN LOWELL
 President and Secretary

NAPA COUNTY, a political subdivision of
 the State of California

By: _____
 RYAN GREGORY, Chair
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Interim County Counsel</p> <p>Date: <u>January 5, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A-1"
SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Consultant will provide the following services for Fiscal Year 2022/2023 assessments.

1. Assist the County in updating their database of existing planted vineyard acreage within the CSA#4 area.
2. Calculate each parcel's assessment. The assessment for each parcel is in direct relationship to the benefit each parcel receives from the farmworker housing. The relative responsibility will be based on the benefit nexus between the amount of special benefit each parcel receives from farmworker housing relative to the amount of benefit all other parcels receive.
3. Prepare the CSA#4 Farmworker Housing Assessment District Engineer's Report.
4. Assist the County in preparing, compiling and mailing the public notice and ballot to each property owner in compliance with Article XIID, Sections 4(c) and (d) of the California Constitution. Consultant will prepare and compile the notice and ballot, and prepare them for mailing, and the County will be responsible for postage and mailing.
5. Submit the assessments to the County Auditor's office for them to include the assessments on the property tax bills.
6. Attend (2) meetings as follows: one meeting with the Board of Supervisors to approve the Resolution of Intention and the second meeting when the Board of Supervisors holds the public hearing and tabulates the assessment ballots.

II. SCHEDULE

Consultant will submit the assessment rolls to the County Auditor's office prior to August 30, 2022. Consultant will prepare the public notice and ballot material by March 4, 2022.

III. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar

amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

Task 1	Update Property Database	20 hrs.	\$2,000.00
Task 2	Calculate Assessments	16 hrs.	\$1,600.00
Task 3	Prepare Engineer's Report	16 hrs.	\$1,600.00
Task 4	Prepare Assessment Ballots	18 hrs.	\$1,800.00
Task 5	Tabulate Assessment Ballots	6 hrs.	\$600.00
Task 6	Submit Assessment Roll	10 hrs.	\$1,000.00
Task 7	Attend meetings	8 hrs.	\$800.00

Subtotal: 94 hrs. \$9,400.00

Extra Service Estimate:

Incidental Expenses: Ballot printing, compiling,
& preparation for mailing: \$2,000.00

Project total: \$11,400.00