

**FOURTH AMENDMENT
NAPA COUNTY AGREEMENT NO. 160133B
PROFESSIONAL SERVICES AGREEMENT**

THIS FOURTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 160133B is entered effective as of September 15, 2023, by and between NAPA COUNTY, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as “COUNTY”, and HANSON BRIDGETT LLP, a limited liability partnership, whose business address is Hanson Bridgett LLP, 500 Capitol Mall, Suite 1500, Sacramento, CA 95814, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY has retained CONTRACTOR to provide certain specialized legal services in the areas of consultation on a variety of legal specialties, including but not limited to tax related matters, initiatives, election law and general legal advice; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

WHEREAS, the parties now wish to modify the scope of work, rates, maximum compensation and term under Agreement.

TERMS

NOW, THEREFORE, the parties hereby amend Napa County Agreement No. 160133B as follows:

1. Paragraph 1 of the Agreement is hereby amended to read in full 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, 2024, 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 (Hold Harmless/Defense/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 hereby amended to read in full as follows:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-4” attached hereto and incorporated herein 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 policy(s) set forth in Exhibit “B-4.” The rates may be adjusted annually upon approval by COUNTY.

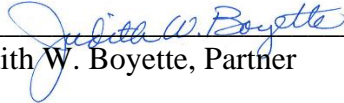
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement per fiscal year shall be a total of One Hundred Fifty Thousand Dollars (\$150,000.00) for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

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

4. This Amendment shall be effective as of September 15, 2023.

IN WITNESS WHEREOF, this Fourth Amendment of Napa County Agreement No. 160133B was executed by the parties hereto as of the date first above written.

HANSON BRIDGETT LLP

By: 
Judith W. Boyette, Partner

NAPA COUNTY, a political subdivision of
the State of California

By: _____
BELIA RAMOS, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S Darbinian Deputy County Counsel</p> <p>Date: September 18, 2023</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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EXHIBIT “B-4”

**Employee Benefits/Employment Tax Group Hourly Billing Rates
(with approved discount for COUNTY)**

Effective September 1, 2023

Attorney Name	Discounted Rate
Judy Boyette, Senior Partner (20+ years)	\$590
Alison Wright, Senior Partner (20+ years)	\$590
Ed Bernard, Partner	\$545
Liz Masson, Partner	\$545
Nancy Dollar, Senior Counsel	\$495
Mikaela Habib, Senior Associate (5+ years)	\$485
Andrew Schmidt, Associate	\$450
Soohuen Ham, Associate	\$450

Allowable expenses include reimbursement for means, lodging, mileage, copying, and supplies. Meals, lodging and mileage will be reimbursed at the current applicable IRS rate. Other expenses are reimbursable upon COUNTY’s prior written approval (as provided by the County Counsel or designee) and upon presentation of supporting documentation if requested by COUNTY. The rates may be adjusted annually upon approval by COUNTY.