

**SECOND AMENDMENT  
NAPA COUNTY AGREEMENT NO. 200114B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 200114B** is entered effective as of September 26, 2023, by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and PARIS KINCAID WASIEWSKI, LLP, a limited liability partnership, whose business address is 1800 J Street, Sacramento, CA 95811, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, COUNTY has retained CONTRACTOR under Agreement No. 200114B (the “Agreement”), effective July 29, 2019, for the provision of specialized legal services pertaining to groundwater law and compliance with the Sustainable Groundwater Management Act; and

**WHEREAS**, the Agreement was amended, effective March 8, 2022, to extend the term and increase the maximum compensation; and

**WHEREAS**, it is necessary to update Exhibit “B” of the Agreement to reflect current hourly rates.

**TERMS**

**NOW, THEREFORE**, the parties hereby amend Napa County Agreement No. 200114B as follows:

1. Paragraph 3 of the Agreement, entitled “Compensation,” 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-1,” attached hereto and incorporated by reference herein. The rates may be adjusted annually upon approval by COUNTY.


(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-1.”

(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) for professional services and expenses per fiscal year; 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.”

2. Except as provided above, all other terms and provisions of the Agreement shall remain in full force and effect.
3. This Amendment shall be effective as of the date first above written.

**IN WITNESS WHEREOF**, this Second Amendment of Napa County Agreement No. 20014B was executed by the parties hereto as of the date first above written.

PARIS KINCAID & WASIEWSKI LLP

By:   
 Valerie C. Kincaid, Principal

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 BELIA RAMOS, Chair of the  
 Napa County 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: September 11, 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-1”**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

**I. HOURLY RATES:**

COUNTY agrees to pay for legal services of the following staff and hourly rates:

- Valerie C. Kincaid \$375 per hour
- William C. Paris \$375 per hour
- Timothy J. Wasiewski \$375 per hour
- Jonathan R. Marz \$330 per hour
- Any other associate of CONTRACTOR \$250 per hour

These rates may be adjusted annually upon approval by COUNTY.

**II. EXPENSE REIMBURSEMENT**

All out-of-pocket costs and expenses will be billed by CONTRACTOR and paid by COUNTY at CONTRACTOR’s cost upon prior written approval of COUNTY. No travel costs, lodging, costs, or time may be billed by CONTRACTOR for attorneys traveling between CONTRACTOR’s offices.