

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

THIS FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. is entered into effective as of March 8, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Paris Kincaid & Wasiewski LLP (“Paris Kincaid” or “Attorneys”), whose mailing address is 2617 K Street, Suite 100, Sacramento, CA 95816, formerly known as O’Laughlin & Paris LLP, 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, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

WHEREAS, it is necessary to increase the maximum compensation under Agreement 200114C to cover the remaining costs of litigation and extend the term of the Agreement.

TERMS

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. Agreement Paragraph 1, entitled “Term 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, 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). 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. Agreement Paragraph 3, 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," attached hereto and incorporated by reference herein.

(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."

(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.."

3. All other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment of Napa County Agreement No. 200114B was executed by the parties hereto as of the date first above written.

PARIS KINCAID & WASIEWSKI LLP

By 
Valerie C. Kincaid, Partner

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

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| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Sherri S. Kaiser</i></u> Chief Deputy County Counsel</p> <p>Date: <u>2/24/2022</u></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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