

**NAPA COUNTY AGREEMENT NO. 260180B
AMENDMENT NO. 1**

LEGAL WORK PRODUCT SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 260180B is made and entered into as of this _____ day of _____, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and BTR CONSULTING, LLC, a California limited liability company, whose address is 828 Piccadilly Circle, Sacramento, CA 95864, hereinafter referred to as “Firm.” COUNTY and FIRM may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, COUNTY and FIRM entered into Napa County Agreement No. 260180B (the “Agreement”) on October 7, 2025 to provide specialized services, as authorized by Government Code section 31000, consisting of analysis and implementation of strategies and policy changes to assist County Counsel’s office in providing legal advice regarding potential legal risks and liabilities to the Napa County Department of Corrections (“NCDC”); and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to increase the contract maximum payable on page __ of the Agreement, replace Exhibit A with Exhibit A-1 to modify the terms of the Agreement, and replace Exhibit B with Exhibit B-1 to modify compensation terms.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and FIRM hereby amend the Agreement as follows:

1. Paragraph 3.1.3 is hereby amended to read in full as follows:

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement to Firm shall not exceed a total of \$250,000 of which \$160,000 is increased by virtue of this Amendment No.1. The maximum payment for the “Probation” portion of the project shall be \$75,000. The maximum payment for the “NCDC” portion of the project shall be \$175,000 of which \$85,000 is added by virtue of this Amendment No.1; These totals include incidentals provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon the Services actually provided and reimbursable expenses actually incurred.

2. Exhibit A, “**SCOPE OF SERVICES**” is replaced in its entirety by Exhibit “A-1” and all references in this Agreement to Exhibit “A” shall be construed as referring to

Exhibit “A-1” as of the effective date of this Amendment.

3. Exhibit B, “**COMPENSATION AND FEE SCHEDULE**” is replaced in its entirety by Exhibit “B-1” and all references in this Agreement to Exhibit “B” shall be construed as referring to Exhibit “B-1” as of the effective date of this Amendment.

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4. Except as provided in paragraphs 1, 2 and 3 above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

BTR CONSULTING, LLC

By Benjamin Rice
Benjamin T. Rice, BTR Consulting, LLC

"FIRM"

NAPA COUNTY, a political subdivision of
the State of California

By _____
SHERYL L. BRATTON, County Counsel

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey Hsuurogi</u> Deputy County Counsel</p> <p>Date: <u>4/22/26</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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EXHIBIT A-1

SCOPE OF SERVICES

CORRECTIONS:

Firm shall provide County Counsel with audit and analysis of policies and practices of Napa County Corrections Department (NCDC), to develop corrective action plans and strategies to assist the County Counsel’s office in providing legal advice to NCDC in order to limit liabilities for the County. Firm shall meet with staff and work directly with the County Counsel’s office, sheriff’s office, and NCDC on what mandates will likely be sought in a class action lawsuit and unnecessary exposures to liabilities in a civil rights lawsuit. An analysis to implement a strategic approach shall be completed in multiple phases and provided to County Counsel.

Phase one shall include a tour of NCDC and analysis of the County’s use of segregation, out of cell time, and compliance with the Americans with Disabilities Act (ADA). Additional tours, audits, and analysis by Firm shall focus on the delivery of mental health and medical services to incarcerated persons. All visits shall include pre- and post-tour work of analyzing and providing consultation regarding appropriate policies.

Firm shall develop an analysis of NCDC’s liabilities and development of corrective action plans, if necessary and shall provide that analysis directly to County Counsel.

Firm shall work with County Counsel, NCDC, and the Sheriff’s office to conduct follow-up tours and audits to ensure compliance with corrective action plans and editing policies.

II. Schedule

Firm shall perform the Scope of Services in accordance with this schedule for NCDC:

Task or Milestone	Completion Date
Spend two days in the Napa jail with the County (Director’s leadership team, County Counsel, custody staff and medical staff) for general tours and to review policies and tour facility with focus on mental health and medical care. Firm would bring a mental health expert.	11/30/2025
Analyze and send to County Counsel suggested changes to policies and draft action plans related to healthcare.	12/28/2025
Review policies and tour facility with policies of related to ADA, discipline and segregation.	01/9/2026
Edit policies and help county draft action plans related to custody policies.	7/30/2026
Audit compliance with action plans and ensure compliance with new policies.	10/31/2026

Task or Milestone	Completion Date
Review previous lawsuits and offer any other liability advice to county related to Director of Corrections v Sheriff heading jail oversight.	4/31/2026
Work with County Counsel and NCDC staff to address issues and concerns raised by PLO/DRC	12/1/2026

PROBATION

BTR consulting will meet with staff and work directly with County Probation to audit practices of staff at the Napa County Juvenile Hall, develop corrective action plans and strategies to limit liabilities for the county, review and edit policies and procedures of Napa County Probation, and provide analysis and reports of specific findings.

BTR Consulting shall work with County Probation and County Counsel to develop an analysis of liabilities and development of corrective action plans if necessary. BTR consulting shall be available to work with County Probation to conduct follow-up tours and audit to ensure compliance with corrective action plans and editing policies.

Schedule

Firm shall perform the Scope of Services in accordance with this schedule for Napa County Probation:

Task or Milestone	Completion Date
Conduct a site visit with County Probation leadership for a general tour and to obtain pertinent policies with a focus on mental health and medical care.	May, 2026
Analyze and send to county suggested changes to policies and draft action plans related to healthcare. Visit site and obtain policies related to ADA compliance and restrictive housing. Audit site's adherence to healthcare policies.	June, 2026
Review policies related to ADA and classification and tour facility to determine adherence to policies on ADA and classification.	July, 2026
Meet with executive team to discuss issues with practices at juvenile Hall and draft an analysis of vulnerabilities if requested by County Probation after meeting.	August, 2026
Help County Probation develop Corrective Action Plans if necessary.	September, 2026
Review progress on suggested improvements to practices at the facility.	December, 2026

EXHIBIT B-1
COMPENSATION AND FEE SCHEDULE

B.1 The Firm will be paid on an hourly basis of \$395 per hour. BTR consulting will be required to seek approval to go above 60 hours in any given month. It is expected that roughly 600 hours will be spent on this project. Any billing above 200 hours must be approved by County. The maximum compensation of this Agreement is \$250,000 which includes incidental expenses such as travel, and a mental health expert, which the firm will provide.

B.4 Extraordinary Costs. Any other expenses shall require the advance approval of the County Counsel.