AMENDMENT NO. 4 TO NAPA COUNTY AGREEMENT NO. 200066B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 4 OF NAPA COUNTY AGREEMENT NO. 200066B is

made and entered into in Napa County, California, this ____ day of _____, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CSG Consultants, Inc., a California Corporation, whose mailing address is 2150 River Plaza Drive, Suite 255, Sacramento, CA 95833, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR are collectively referred to in this Amendment as "Parties".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 200066B (previously referred to as Napa County Agreement No. 200066C) (the "Agreement") on July 10, 2019, to obtain building plan review, field inspection and fire prevention services; and

WHEREAS, the Parties have amended the Agreement three times to increase the maximum compensation payable to the CONTRACTOR for services provided, and to extend the term of the agreement to June 30, 2025; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to extend the term of the agreement beyond Fiscal Year 2024/25 and provide for additional years of automatic renewal, effective July 1, 2025.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR amend Agreement No. 200066B as follows:

- 1. Exhibit "B" of the Agreement is rescinded and replaced in full by the document entitled Exhibit "B-1" and all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1".
- **2.** Paragraphs 1 and 3 are 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 June 30, 2026, 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 July 1 and ending on June 30.

3. Compensation.

- (a) <u>Rates</u>. In consideration of CONTRACTOR'S fulfillment of the promised work, COUNTY shall pay CONTRACT at the rates set forth in Exhibit "B-1" attached hereto and incorporated by reference herein.
- (b) <u>Expenses.</u> No travel or other expenses will be reimbursed by the County.
- (c) <u>Maximum Amount.</u> Notwithstanding subparagraphs (a) and (b), the maximum payments under this agreement shall not exceed Two Hundred and Fifteen Thousand Dollars (\$215,000) per fiscal year, provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

- **3.** Excepted as provided in paragraphs 1, 2, and 3 above, the terms and provisions of the Agreement shall remain in full force and effect.
- **4.** The Parties acknowledge that this Amendment shall be effective as of July 1, 2025, and shall apply from that date forward.

IN WITNESS WHEREOF, this Amendment No. 4 to the Agreement was executed by the parties hereto as of the date first above written.

CSG CONSULTANTS INC. By us Kianpour, Fresident By

Nourdin Khayata, Secretary

NAPA COUNTY, a political subdivision of the State of California

By

ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: <u>Jason M. Dooley</u> Chief Deputy County Counsel	Date: Processed By:	By:
Date: <u>June 9, 2025</u>	Deputy Clerk of the Board	

EXHIBIT B-1 FEE SCHEDULE

PERSONNEL / REVIEW TYPE	ALL INCLUSIVE FEE / HOURLY RATE	
Off-Site Building Plan Review by Percentage		
Full Building Plan Review by Percentage (\$1M Valuation or Less)	55% of Agency's Building Plan Check Fees	
Full Building Plan Review by Percentage (Greater than \$1M Valuation)	65% of County's Building Plan Check Fees	
Structural Only Plan Review by Percentage	45% of Agency's Building Plan Check Fees	
Expedited Plan Review by Percentage	90% of Agency's Building Plan Check Fees	
Minimum Per Plan Review (Except for Residential Solar)	\$250	
Building Plan Review Hourly Rates (Minimum 1-hour Per Submittal)		
Building Plan Review	\$135	
Structural Only Plan Review	\$160	
CASp Plan Review/Consultation	\$160	
Residential Rooftop/Ground-Mounted Solar Energy Systems	1-hour minimum	
Expedited Plan Review/Overtime (Hourly)	1.5 x Hourly Rate	
Building Department Services		
Permit Technician (Remote/On-Site)	\$80	
Senior Permit Technician (Remote/On-Site)	\$90	
CASp Inspection	\$160	
Building Inspector	\$115	
Combination Building Inspector	\$125	
Deputy Building Official	\$160	
Building Official	\$175	
Building Department Special Projects*	\$160	
Administration/Plan Processing*	\$85-\$150	
Fire Prevention Services		
Fire Plan Review	\$180	
Fire Inspection	\$180	
Fire Protection Engineer	\$275	
Expedited Plan Review	1.5 x Hourly Rate	

TERMS & CONDITIONS

- All plan review based on percentage of the agency's plan check fees includes the initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate.
- Minimum percentage plan review fee per project excludes Solar, ESS, or EVCS reviews.

- *RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency.*
- Depending on project size and scope, CSG's percentage-based expedited plan review rate may be adjusted if mutually agreed upon between the agency and CSG.
- Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the agency prior to proceeding.
- Overtime/services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.
- Services provided on weekends will be billed at 2x the applicable hourly rate.
- Hourly rates for publicly funded projects will be based on current prevailing wage rates.
- On July 1 or the anniversary of the contract start date, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.
- CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.
- If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service.
- For hourly projects only, performance of plan review services utilizing the agency's adopted plan review software (e.g., ProjectDox or Bluebeam Studios) to, for example, markup plans with corrections and redlines and/or coordinate with other internal agencies, may involve additional time being added to the plan review time at the associated plan review rate.

***Building Department Special Projects** may include developing and establishing the following: building department workflows and relationships with other internal agency departments, building permit code requirements, inspector and permit technician responsibilities, criteria for over-the-counter plan review and out-to-plan check projects, transmittals and routing processes, Building Department handouts for different project types; and may include other duties as assigned by the agency.

***Administration/Plan Processing** fees are incurred for specific additional services requested by the agency beyond the normally provided CSG administrative services which typically include coordinating the pick-up and return of plans; performing scanning, collating, and tracking; and providing plan review status updates to the agency. Cost for additional services will be negotiated based on the type of request with a minimum fee based on 0.5 hours of service per project.