

**AMENDMENT NO. 4
TO NAPA COUNTY AGREEMENT NO. 170664B-17**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 4 to the Professional Services Agreement designated as Napa County Agreement No. 170664B-17 (Agreement) is made and entered into this _____ day of _____, 2021, by and between the Napa County (County), a political subdivision of the State of California, and Ragatz Realty (Contractor) whose mailing address is 767 Willamette Street, Suite 307, Eugene, Oregon 97401.

RECITALS

- A.** On December 6, 2016, County engaged the services of Contractor, as authorized by Government Code section 31000, to assist in transitioning the operation of concessions at Lake Berryessa from the federal Bureau of Reclamation (BOR) to the County.
- B.** Through the Agreement and three subsequent amendments, Contractor assisted the County in developing a Managing Agreement with BOR, preparing a Request for Proposals for concessions at the Spanish Flat, Steele Canyon, and Monticello Shores recreation areas, and reviewing responses received from potential concessions operators.
- C.** The County desires to assume operation of a fourth concession area at Lake Berryessa known as Berryessa Point, and needs Contractor's assistance in preparing a new Request for Proposals and reviewing proposals from potential concessionaires.
- D.** The County and Contractor desire to amend the Agreement to extend the term and increase the maximum contract amount by fifteen thousand dollars (\$15,000) for Contractor's continued assistance with concessions at Lake Berryessa;

NOW THEREFORE, for and in consideration of the recitals stated above and incorporated herein by this reference and the mutual obligations of the parties expressed herein, the County and the Contractor agree to amend the Agreement as follows:

AMENDMENT NO. 4

- 1. Paragraph 1, "Term of the Agreement" is amended to read in full as follows:

1. Term of the Agreement. The term of this Agreement shall commence on December 6, 2016 and shall expire on June 30, 2022, 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).

2. Paragraph 2, "Scope of Services," is amended to read in full as follows:

2. Scope of Services. Contractor shall provide the services set forth in Exhibit "A-3" for the Spanish Flat, Steele Canyon, and Monticello Shores recreation areas. Contractor shall further provide the services set forth in Exhibit "A-4" for the Berryessa Point recreation area.

3. Paragraph 3, "Compensation," is amended to read 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-3" attached hereto and hereby incorporated by reference.

(b) Expenses. Travel and other expenses, as approved by the County Executive Officer, will be reimbursed by the 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-3."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement for professional services and for travel and all other expenses shall be a total of TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$245,000); 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. Exhibit "A-4" is attached to this amendment and hereby incorporated by reference as if fully set forth herein.

4. This amendment represents all the changes to the Agreement agreed to by County and Contractor. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this amendment shall remain in full force and effect.

5. This amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 4 is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by the Contractor through its duly authorized officer.

RAGATZ REALTY, INC.



By _____
RICHARD RAGATZ, Chairman

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair of the Board of
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Interim County Counsel</p> <p>Date: <u>October 7, 2021</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ 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-4”

SCOPE OF WORK

Contractor shall provide the County with the following incremental services:

I. DESCRIPTION OF INCREMENTAL SERVICES

Contractor shall provide the County with on-site consulting and technical assistance services associated with the procurement of concession services for the Berryessa Point concession area. Contractor shall perform and carry out, in a satisfactory and proper manner as determined by the County, the following necessary services when directed by the County:

- Design and produce marketing materials to attract bidders and establish criteria for identifying eligible bidders.
- Collaborate with the County in the preparation of text and graphics for the Request for Proposals (RFP) document and take the lead marketing role in canvassing industry participants to encourage comprehensive proposals from qualified operators.
- Contractor will assist in the analysis of responses to the RFP and recommend one or more parties for negotiations, and
- Conduct due diligence investigation into the financial qualifications and relevant experience of the RFP finalist(s).