

**SECOND AMENDMENT
NAPA COUNTY AGREEMENT NO. 190309B
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 190309B

is entered into effective as of September 26, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Liebert Cassidy Whitmore ("LCW" or "Attorneys"), whose mailing address is 400 Capitol Mall, Suite 1260, Sacramento, CA 95814, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY has retained CONTRACTOR under Agreement No. 190309B (the "Agreement"), effective March 1, 2019, to provide specialized legal advice for labor and employment matters; 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 update Exhibit "B" of the Agreement to reflect current hourly rates.

TERMS

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

1. Agreement Paragraph 3, entitled "Compensation," is hereby amended to read in full as of the date of this amendment 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".

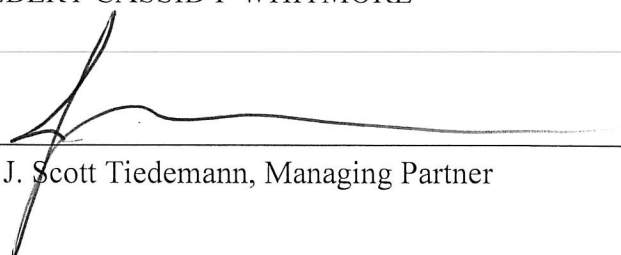
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of Fifty-Eight Thousand Dollars (\$58,000) per fiscal year for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered and reimbursable expenses actually incurred."

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

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IN WITNESS WHEREOF, this Second Amendment of Napa County Agreement No. 190309B was executed by the parties hereto as of the date first above written.

LIEBERT CASSIDY WHITMORE

By 
J. Scott Tiedemann, Managing Partner

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy County Counsel</p> <p>Date: September 7, 2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>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 "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

Partner.....	\$435.00 per hour
Senior Counsel.....	\$365.00 per hour
Associate.....	\$260.00 - \$345.00 per hour
Labor Relations/Human Resources Consultant.....	\$280.00 per hour
Paralegals.....	\$145.00 per hour
E-Discovery Specialists.....	\$145.00 per hour
Law Clerks.....	\$145.00-\$185.00 per hour