### AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230123B

# **PROFESSIONAL SERVICES AGREEMENT**

### THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230123B (the

"Amendment") is made and effective as of July 1, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", acting by and through its Purchasing Agent, and Oppenheimer Investigations Group, LLP, whose business address is 1300 Clay St. #600, Oakland, CA 94612, hereinafter referred to as "CONTRACTOR";

### **RECITALS**

WHEREAS, COUNTY entered into Napa County Agreement No. 230123B with Oppenheimer Investigations Group, LLP, (the "Agreement") effective as of August 23, 2022; and

WHEREAS, Oppenheimer Investigations Group, LLP has changed their business address from 1442A Walnut St. #234, Berkeley, CA 94709, to 1300 Clay St. #600, Oakland, CA 94612; and

WHEREAS, COUNTY desires to secure additional services from CONTRACTOR.

**NOW, THEREFORE**, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 1 of the Agreement is 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, 2026, 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, no 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. Paragraph 8 of the Agreement is amended to read in part as follows:
  - 8. Hold Harmless/Defense/Indemnification. (c) Representation. In the event any person involved in this matter pursues further remedies, or if Contractor must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of the services performed for County, County will pay fees at the current hourly rate of the attorney involved for any time spent responding to the subpoena or discovery, or acting as a witness in deposition, court, administrative, or other proceedings, irrespective of who may call Contractor as a witness, including preparation time. County will also represent Contractor in the proceedings or provide Contractor with an attorney of Contractor's choice. This section will survive termination of this Agreement.
- 3. Upon the effective date of this Amendment, Exhibit "B-1", which is attached hereto and incorporated by reference to the Agreement, shall replace Exhibit "B".

4. Except as provided in paragraph (1) and Exhibit "B-1", above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

5. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 of Napa County Agreement No. 230123B on the date first above written.

OPPENHEIMER INVESTIGATIONS GROUP, LLP

Vida Thomas

Vida Thomas, Managing Partner

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By\_

ANNE COTTRELL, Chair of the Board of Supervisors

"COUNTY"

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>Susan B. Altman, Deputy</u> Deputy County Counsel	Date: Processed By:	By:
Date: July 2, 2025	Deputy Clerk of the Board	

# EXHIBIT "B-1"

# **COMPENSATION AND EXPENSE REIMBURSEMENT**



INVESTIGATIONS | TRAININGS | MEDIATIONS

### 2025 Rate Sheet

Attorney	Public Sector/Non-Profit Rate
Amy Oppenheimer, Partner ('80)	\$600/hour
Vida Thomas, Managing Partner ('93)	
Tina Ro-Connolly, Partner ('04)	\$530/hour
Zaneta Seidel, Partner ('08)	
Alezah Trigueros, Partner ('12)	
Danielle Drossel, Partner ('08)	
llona Turner, Partner ('06)	
Tracey Merwise, Senior Attorney ('94)	\$480/hour
Jack Morse, Senior Attorney ('10)	
Renee Jansen, Of Counsel ('01)	
Supervision/Substantive Edit	\$480/hour
Rachel Reddick, Attorney ('10)	\$430/hour
Madeline Buitelaar, Attorney ('19)	
Gorev Ahuja, Attorney ('17)	
Erik Roper, Attorney ('08)	
Rachael Melford, Attorney ('09)	
Alisha Meyer, Attorney ('14)	
Maria Walker, Attorney ('21)	\$380/hour
Garrett Smith, Attorney ('17)	
Jeanette Boykins, Attorney ('21)	
Neil Bautista, Attorney ('20)	
Jacquelynn Kwong, Attorney ('20)	
Sean Lee, Attorney (`23)	
Writers/Editors	\$220/hour
Jacob, Cindy,	
Garrett (when functioning as a writer)	
Interns	\$150/hour