

**FIRST AMENDMENT  
NAPA COUNTY AGREEMENT NO. 220285B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 220285B** is entered effective as of this \_\_\_ day of March, 2025, by and between the COUNTY OF NAPA, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as “COUNTY”, and SERVIAM BY WRIGHT LLP, formerly known as Silver & Wright LLP, a limited liability partnership, whose business address is 3 Corporate Park, Suite 100, Irvine, CA 92606, hereinafter referred to as “CONTRACTOR”.

**RECITALS**

**WHEREAS**, COUNTY has retained CONTRACTOR to provide certain specialized legal services concerning code enforcement; and

**WHEREAS**, the parties now wish to modify the maximum compensation and term of the Agreement.

**TERMS**

**NOW, THEREFORE**, the parties hereby amend Napa County Agreement No. 220285B as follows:

1. Paragraph 1 of the Agreement is hereby 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). For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3 of the Agreement is hereby amended to read in full 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 “A”.

(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 policy(s) set forth in Exhibit "A."

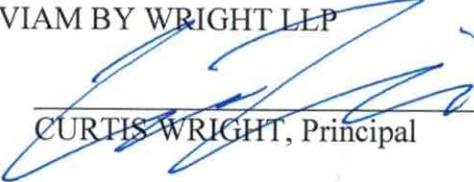
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement for fiscal year 2024-2025 shall be a total of Eighty Thousand Dollars (\$80,000.00) for professional services and expenses; after which the maximum payments under this Agreement return to Fifty Thousand Dollars (\$50,000) for fiscal year 2025-2026; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

3. Except as provided above, all other terms and provisions of the Agreement shall remain in full force and effect.
4. This Amendment shall be effective as of the date first above written.

**IN WITNESS WHEREOF**, this First Amendment of Napa County Agreement No. 220285B was executed by the parties hereto as of the date first above written.

SERVIAM BY WRIGHT LLP

By:

  
\_\_\_\_\_  
CURTIS WRIGHT, Principal

"CONTRACTOR"

COUNTY OF NAPA, a political subdivision of  
the State of California

By:

\_\_\_\_\_  
ANNE COTTRELL, Chair of the  
Napa County Board of Supervisors

"COUNTY"

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| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u><br/>Chief Deputy County Counsel</p> <p>Date: <u>February 28, 2025</u></p> | <p>APPROVED BY THE NAPA<br/>COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____<br/>Processed By: _____<br/>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|---|--|--|