

**NAPA COUNTY AGREEMENT NO. 170263B
AMENDMENT NO. 4**

THIS AMENDMENT NO. 4 TO NAPA COUNTY AGREEMENT NO. 170263B is effective the 1st day of July, 2024, by and between NAPA COUNTY, hereinafter referred to as "COUNTY," and **SMITHWATERS GROUP**, whose business address is 3666 I Street, Sacramento, CA 95816, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on or about September 15, 2014, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170263B (Formally No. 8223) (hereinafter referred to as the "Agreement") for CONTRACTOR to patients' rights advocacy services during certification and Riese hearings for individuals who are placed under 5150 holds and patients' rights education and other related activities in the community; and

WHEREAS, on or about July 1, 2016, the Parties amended the Agreement to incorporate Addendum 1 to the Scope of Work (Exhibit A), incorporate Addendum 1 to the Compensation (Exhibit B) and to increase the compensation payable under the term of this agreement; and

WHEREAS, on or about July 1, 2022, the Parties amended the Agreement to incorporate Addendum 2 to the Scope of Work, incorporate Addendum 2 to the Compensation, and increase the maximum compensation payable under the term of this agreement; and

WHEREAS, on or about July 1, 2023, the Parties amended the Agreement to reflect an increase in the annual contract maximum, replace "Addendum 2 to Exhibit A" with "Exhibit A-3", and replace "Addendum 2 to Exhibit B" with "Exhibit B-3"; and

WHEREAS, the Parties now wish to amend the Agreement to reflect an increase in the annual contract maximum, commencing Fiscal Year 2024-2025, and each subsequent automatic renewal thereof.

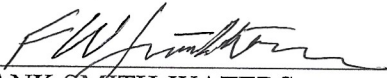
TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **One Hundred Thirty-Five Thousand Dollars (\$135,000.00)**, of which **Fifteen Thousand Dollars (\$15,000.00)**, is increased by virtue of this Amendment No. 4; 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.
2. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 of Napa County Agreement No. 170263B as of the date first above written.

FRANK SMITH-WATERS

By 
FRANK SMITH-WATERS

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Jo Ann Iwasaki Parker,</i> Deputy C.C. by e-signature</p> <p>Date: 04-03-2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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