

**NAPA COUNTY AGREEMENT NO. 230342B**  
**AMENDMENT NO. 1**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230342B**  
("Amendment") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Facilities By Design whose business address is 5755 Mountain Hawk Drive, Suite 203, Santa Rosa, California 95409, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, after completion of a competitive request for proposals process, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230342B (the "Agreement") on March 14, 2023, to obtain specialized services, as authorized by Government Code section 31000, in order to provide COUNTY with space planning, design, and furniture coordination services; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to increase maximum compensation to meet existing space planning demands.

**TERMS**

**NOW, THEREFORE**, the Agreement is amended as follows:

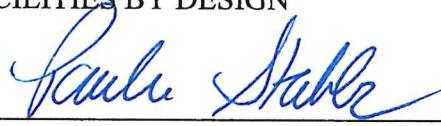
1. Paragraph 3 is hereby amended to read in full as follows:
  3. **Compensation.**
    - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.
    - (b) Expenses. No travel expenses will be reimbursed by COUNTY.
    - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) per fiscal year; 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. **Electronic Signatures.** This Amendment may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment and shall have the same force and effect as a manually executed original.
  3. This Amendment No. 1 shall be effective as of April 1, 2024.

4. Except as provided in paragraphs 1 through 3 above, the terms and provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

FACILITIES BY DESIGN

By



PAULA STABLER, Principal

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By

JOELLE GALLAGHER, Chair  
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel  By: <u>Jason M. Dooley</u> Deputy County Counsel  Date: <u>March 28, 2024</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By:  Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
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**EXHIBIT "B"**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

CONTRACTOR shall be reimbursed at the following rates:

<b><u>LABOR RATES</u></b>		
<b>POSITION TITLE</b>	<b>HOURLY RATE – Years 1-3 July 1, 2023-June 30, 2026</b>	<b>HOURLY RATE – Years 4-5 July 1, 2026-June 30, 2028</b>
Principal	120.00	\$125.00
Senior Designer	\$100.00	\$105.00
Project Administrator	\$85.00	\$90.00
Project Support	\$75.00	\$80.00
Out-Sourced Professionals	At Cost	At Cost

<b><u>ADDITIONAL RATES</u></b>		
<b>SERVICE</b>	<b>RATE – Years 1-3 July 1, 2023-June 30, 2026</b>	<b>RATE – Years 4-5 July 1, 2026-June 30, 2028</b>
Travel Time	Hourly Rates as Listed for Services Above	Hourly Rates as Listed for Services Above
Reimbursable Expenses	Cost Plus Handling Fee	Cost Plus Handling Fee