

**NAPA COUNTY AGREEMENT NO. 180161B  
AMENDMENT NO. 3**

**THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 180161B** is made and entered into as of this 1st day of July, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and LAW SEARCH ASSOCIATES, doing business as LEGAL RESEARCH ASSOCIATES, whose mailing address is 1331 B Street, Suite 1, Hayward, CA 94541, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

**RECITALS**

**WHEREAS**, on September 1, 2017, COUNTY and CONTRACTOR entered into Agreement No. 180161B to provide legal research services and materials to inmates housed in the COUNTY’s jail; and

**WHEREAS**, COUNTY and CONTRACTOR approved Amendment No. 1 on May 1, 2018, to modify the compensation of the Agreement; and

**WHEREAS**, COUNTY and CONTRACTOR approved Amendment No. 2 on July 1, 2020, to modify the compensation of the Agreement and extend the term; and

**WHEREAS**, as of the effective date of this Amendment No. 3, the Parties wish to amend the Agreement to increase the contract maximum payable on page 2 of the Agreement, extend the term of the Agreement, and replace Exhibit B-1 with Exhibit B-2 to modify compensation terms.

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, hereby amend Agreement No. 180161B as follows:

1. Paragraph 1 of the Agreement is amended to read in full as follows:

**Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, 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, not 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 3, of the Agreement is 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-2", attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement and each subsequent automatic renewal shall be a total of **FIFTEEN THOUSAND DOLLARS (\$15,000)** for professional services per fiscal year of which **SIX THOUSAND DOLLARS (\$6,000)** is increased by virtue of this Amendment No. 3; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. On and after the effective date of this Amendment No. 3 of the Agreement, all references in the Agreement to Exhibit "B-1" shall mean Exhibit "B-2" attached to Amendment No. 3 and incorporated by this reference.

4. Except as provided above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

LAW SEARCH ASSOCIATED doing business as LEGAL  
RESEARCH ASSOCIATES

By   
RICHARD WILLIAMS, Owner

"CONTRACTOR"

NAPA COUNTY, a political subdivision of

the State of California

By \_\_\_\_\_  
JOELLE GALLAGHER, Chair  
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u> County Counsel</p> <p>Date: <u>6/13/24</u></p> <p>_____</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>
---	---	--

**EXHIBIT "B-2"**

**COMPENSATION**

CONTRACTOR shall charge according to the following schedule on a per-request basis:

Per-request legal research services and materials shall be provided at the following rates:

Responses for 1 to 5 pages	\$12.36
Responses for 6 to 25 pages	\$17.51
Responses for 26 to 50 pages	\$22.66
Responses for 51 to 100 pages	\$27.81
Responses for 101 to 150 pages	\$40.17
Responses for 151 to 200 pages	\$45.32
Responses for 201 to 250 pages	\$50.47
Responses for 251 pages or more	\$61.80

CONTRACTOR shall bill monthly for the Responses sent the previous calendar month itemizing the Responses being charges. CONTRACTOR shall also prepare a monthly report providing information on numbers of inmates utilizing its services, categories of information being requested, and total output. There is no minimum charge whatsoever. The COUNTY shall pay each invoice within thirty days of receipt.

At no additional charge, CONTRACTOR shall respond to any inmate grievances regarding its program and, at no additional charge, appear in court and/or attend meetings as needed to explain and support its program.