

**THIRD AMENDMENT
NAPA COUNTY AGREEMENT NO. 200114B
PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO NAPA COUNTY AGREEMENT NO. 200114B is entered effective as of July 1, 2025, by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and PARIS KINCAID WASIEWSKI, LLP, a limited liability partnership, whose business address is 1800 J Street, Sacramento, CA 95811, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY has retained CONTRACTOR under Agreement No. 200114B (the “Agreement”), effective July 29, 2019, for the provision of specialized legal services pertaining to groundwater law and compliance with the Sustainable Groundwater Management Act; and

WHEREAS, the Agreement was first amended, effective March 8, 2022, to extend the term and increase the maximum compensation; and

WHEREAS, the Agreement was amended for a second time, effective September 26, 2023, to reflect current hourly rates.

TERMS

NOW, THEREFORE, the parties hereby amend Napa County Agreement No. 200114B as follows:

1. Agreement Paragraph 1, entitled “Term 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). 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. Except as provided above, all other terms and provisions of the Agreement shall remain in full force and effect.
3. This Amendment shall be effective as of the date first above written.

IN WITNESS WHEREOF, this Third Amendment of Napa County Agreement No. 20014B was executed by the parties hereto as of the date first above written.

PARIS KINCAID & WASIEWSKI LLP

By: 
VALERIE C. KINCAID, Principal

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Jason M. Dooley</u> Chief Deputy County Counsel Date: <u>November 6, 2025</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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