

**FOURTH AMENDMENT  
NAPA COUNTY AGREEMENT NO. 170438B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS FOURTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 170438B** (formerly Agreement no. 7140) is entered as of the \_\_\_ day of \_\_\_\_\_, 2026, by and between the NAPA COUNTY, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as “COUNTY,” and GOLDFARB & LIPMAN, LLP, a limited liability partnership, whose business address is 1300 Clay Street, Ninth Floor, Oakland, California 94612, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, COUNTY has retained CONTRACTOR to provide certain specialized legal services concerning housing and related issues; and

**WHEREAS**, the parties now wish to modify the scope of the Agreement to update CONTRACTOR rates.

**TERMS**

**NOW, THEREFORE**, the parties hereby amend Napa County Agreement No. 170438B as follows:

1. Paragraph 3 of the Agreement is hereby amended to read in full as follow:
  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-4” attached to the Fourth Amendment to Agreement No. 170438B and incorporated herein by reference.
    - (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 “B-4,” attached hereto.
    - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement per fiscal year shall be a total of One Hundred Fifty Thousand Dollars (\$150,000) for professional services and expenses; 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 July 1, 2025, to ensure the updated rates are in effect.

IN WITNESS WHEREOF, this Fourth Amendment of Napa County Agreement No. 170438B was executed by the parties hereto as of the date first above written.

GOLDFARB & LIPMAN LLP, a California limited liability partnership

By:   
BARBARA E. KAUTZ, Partner

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_  
AMBER MANFREE, Chair of the Napa County Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Silva Darbinian</i></u> Deputy County Counsel</p> <p>Date: <u>2/23/26</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>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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## EXHIBIT B-4

### COMPENSATION AND EXPENSE REIMBURSEMENT HOURLY RATES

Partner	\$350-365
Of Counsel	\$345-365
Associate	\$245-345
Senior Law Clerk	\$230
Law Clerk	\$200
Project Coordinator/Litigation Paralegal	\$200

#### **Rates for Expenses**

In addition to legal fees, CONTRACTOR will charge for reimbursement (at cost, with no markup) of expenses incurred on behalf of COUNTY such as filing fees, document search fees, on-line legal research, mileage, consultant costs, or express delivery charges when such delivery is requested by COUNTY.

CONTRACTOR will not charge for long distance telephone, facsimile or email transmissions, or routine photocopies. Extensive photocopies for COUNTY convenience or replacement of COUNTY files will be charged at ten cents per page.

Mileage will be reimbursed at the current applicable IRS rate. Other expenses are reimbursable upon COUNTY's prior written approval and upon presentation of supporting documentation if requested by COUNTY.

CONTRACTOR may increase the above rates by up to three percent (3%) per year provided that CONTRACTOR notifies COUNTY at least thirty (30) days in advance of the increase. Notwithstanding the foregoing, the maximum amount under this Agreement shall remain at One Hundred Fifty Thousand Dollars (\$150,000.00)