

**AMENDMENT NO. 6  
TO NAPA COUNTY AGREEMENT NO. 190183B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 6** to the Professional Services Agreement for legal services designated as Napa County Agreement No. 190183B (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Napa County (County), a political subdivision of the State of California, and Downey Brand, LLP (Contractor), whose mailing address is 455 Market Street, Suite 1500, San Francisco, CA 94105.

**RECITALS**

- A.** On December 11, 2018, County engaged the specialized legal services of Goodin, MacBride, Squeri & Day, LLP (Goodin MacBride), as authorized by Government Code section 31000, to represent County in California Public Utilities Commission (CPUC) proceedings relating to Pacific Gas & Electric Company (PG&E).
- B.** The number of CPUC proceedings and the scope of the issues to be addressed in those proceedings by Goodin MacBride led to the need to enter into Amendment No. 1 to the Agreement, approved by the County Board of Supervisors on February 26, 2019 (“Amendment No. 1”), which increased the maximum compensation payable by County to Goodin MacBride from \$67,000 to \$120,000.
- C.** The Board of Supervisors authorized Amendment No. 2 to the Agreement on July 9, 2019, to address potential impacts of PG&E improvements to the Fulton-Calistoga electrical transmission line and a natural gas pipeline project along Highway 29, increasing the maximum compensation payable by County to Goodin MacBride from \$120,000 to \$200,000.
- D.** The Board of Supervisors authorized Amendment No. 3 to the Agreement on October 15, 2019, to increase the hourly rate of Ms. Somogyi, Goodin MacBride’s primary attorney assigned to provide services to the County, to \$425 per hour only for Phase 2 of the PSPS proceeding (R-18-12-005) due to increasingly complex issues raised by that proceeding at the CPUC.
- E.** The Board of Supervisors authorized Amendment No. 4 to the Agreement on December 15, 2020, to amend the Agreement to redirect remaining funds set aside for Amendment No. 2 towards other CPUC proceedings, to retroactively increase the hourly rate for Ms. Somogyi for the Phase 2 PSPS proceeding to capture the net increase cost to the County of \$7.90 per hour, and to retroactively increase the hourly rate for Ms. Somogyi for all other CPUC proceedings to capture the net increase cost to the County of between \$2.50 and \$10 per hour.
- F.** The Board of Supervisors authorized Amendment No. 5 to the Agreement on June 8, 2021, to amend the Agreement to extend the term until June 30, 2022, with up to two one-year extensions, and to increase the maximum compensation for continued legal representation in CPUC proceedings.

- G. On October 1, 2021, Goodin MacBride’s CPUC regulatory group moved to the law firm of Downey Brand, LLP (Contractor), and the County consented to the assignment of this Agreement to Contractor by letter dated December 1, 2021.
- H. The parties desire to amend the Agreement to extend the term until June 30, 2026, for continued as-needed representation at the CPUC.

**NOW THEREFORE**, for and in consideration of the recitals stated above and incorporated herein by this reference and the mutual obligations of the parties expressed herein, the County and the Contractor agree to amend the Agreement as follows:

### TERMS

1. Paragraph 1, “Term of the Agreement” is amended to read as follows:
  1. **Term of the Agreement.** The term of this Agreement shall commence on December 11, 2018 and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 11 (Termination for Cause), 12 (Other Termination) or 25(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 9 (Insurance) and 10 (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 17 (Confidentiality), 22 (Taxes) and 23 (Access to Records/Retention).
2. Paragraphs 2 and 2.1 regarding “Scope of Services” are replaced with a new Paragraph 2 to read as follows:
  2. **Scope of Services.** Contractor shall provide County with legal services and representation at the CPUC on an as-needed basis, at the direction of County Counsel or the Board of Supervisors.
3. Paragraph 4, “Compensation,” is amended to read as follows:
  4. **Compensation.**
    - (a) **Rates.** In consideration of Contractor's fulfillment of the promised work, County shall pay Contractor at the rates set forth in Exhibits A, A-3, A-4, or A-6 (depending on the date services are provided), which are hereby incorporated by reference. For services rendered by Contractor for the joint and common benefit of the County and other public agency clients, Contractor shall invoice each of the represented entities a proportionate share based on the total number of public agency clients in the particular CPUC proceeding. Contractor shall invoice County and each of the other public agency clients separately for any services that are specific to, or benefit only such public agency client.
    - (b) **Maximum Amount.** Notwithstanding subparagraph (a), the maximum payments under this Agreement shall not exceed Three Hundred Thousand Dollars

(\$300,000) through June 30, 2022, provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered. The maximum amount shall not exceed Seventy-Five Thousand Dollars (\$75,000) per fiscal year after June 30, 2022.

(c) Expenses. Expenses and costs for which Contractor intends to seek reimbursement shall be subject to approval in advance by County through written consent of Napa County Counsel before such costs or expenses are incurred.

3. The Agreement is amended to add Exhibit A-6 attached hereto and hereby incorporated by reference. Contractor shall be compensated in accordance with Exhibit A-6 instead of the compensation schedules set forth in Exhibits A, A-3, or A-4 for services provided on or after the effective date of this Amendment No. 6.


4. This Amendment represents all the changes to the Agreement agreed to by County and Contractor. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment shall remain in full force and effect.

5. This Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

*[remainder of page intentionally blank]*

**IN WITNESS WHEREOF**, this Amendment No. 6 is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by the Contractor through its duly authorized officer.

DOWNEY BRAND, LLP

By   
\_\_\_\_\_  
MEGAN SOMOGYI, Partner

NAPA COUNTY, a political subdivision of  
the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>May 2, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ 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 A-6**

**COMPENSATION AND FEE SCHEDULE**

The following hourly rates shall apply to services provided on after the effective date of Amendment No. 6 to the Agreement:

Attorney	Rate (\$/hour)
Megan Somogyi	\$600 (for services provided jointly to County and at least one other agency)
Megan Somogyi	\$495 (for services provided only to County)
Christopher Marelich	\$310
Breana Inoshita	\$410