

AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 220216B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220216B is made and entered into as of this _____ day of November, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and Coffman Associates, Inc. a Missouri corporation, whose business address is 4835 E. Cactus Road, Suite 235, Scottsdale, AZ 85254, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, on December 14, 2021, County and Consultant entered into Agreement No. 220216B (“Agreement”) for Consultant to provide Environmental and Planning services for necessary consultation and technical assistance on projects with specific aviation/airport issues for compliance with FAA standards at the Napa County Airport; and

WHEREAS, County desires to increase contract value for additional Environmental and Airspace Planning work to be performed at County’s request; and

WHEREAS, Consultant has been pre-qualified by the County to perform this type of work through a competitive Request for Qualifications process completed in April of 2021; and

WHEREAS, additional services are needed to complete several Planning projects for Napa County Airport including establishing additional approach procedures.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant hereby amend Agreement No. 220216B as follows:

TERMS

1. Paragraph 1 of the Agreement is amended in its entirety to read 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, 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 Consultant 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).

2. Paragraph 3 of the Agreement is amended in its entirety to read as follows:

3. Compensation.

(a) Rates. In consideration of Consultant fulfillment of the promised work, County shall pay Consultant at the rate set forth in Exhibit "B-3", which replaces "B", and "B-1". Exhibit "B-3" attached hereto and incorporated by reference herein.

(b) Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit "B-3". Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit "B-3".

(c) Maximum Amount. Notwithstanding paragraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) 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.

(d) Price Adjustments. After the first anniversary of the Effective Date of this Amendment No. 1, County may increase the unit prices or hourly rates in Exhibit "B-3" upon approval of Consultant's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. Consultant's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting Consultant, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. Consultant must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. County may only approve Consultant's request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amount in paragraph 3(c). This paragraph does not apply where compensation is based on fixed prices or lump sums.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.
4. This Amendment No. 1 may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties had executed the same page.

This Amendment may be executed by facsimile or electronic (.pdf) signature and shall constitute an original for all purposes.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement No. 220216B is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officers.

COFFMAN ASSOCIATES, INC.

By 
DAVE FITZ, Vice President

By 
MIKE DMYTERKO, Vice President

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Sabrina S. Wolfson</u> Deputy County Counsel Date: <u>October 29, 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: _____
---	--	--

EXHIBIT B-3
COMPENSATION AND FEE SCHEDULE

Tasks performed by Consultant at the request of the Airport Manager will be compensated on a time and expense (T&E) basis at the rates shown in Exhibit “B-3.” Each task order will contain an agreed upon Not to Exceed (NTE) amount. Any T&E task with a NTE amount in excess of \$25,000 shall be approved by the Director of Public Works in advance of any work being completed.

**EXHIBIT B-3
COMPENSATION AND FEE SCHEDULE**

COFFMAN ASSOCIATES, INC.
FEE SCHEDULE *
January 1, 2025 – December 31, 2025

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal-In-Charge	\$ 317.00
Senior Professional/Project Manager	\$ 288.00
Professional	\$ 172.00
Technical/Support	\$ 122.00

<u>Employee Category</u>	<u>Daily Rate</u>
Principal-In-Charge	\$ 2,536.00
Senior Professional/Project Manager	\$ 2,304.00
Professional	\$ 1,376.00
Technical/Support	\$ 976.00

* This Fee Schedule shall be in effect until December 31, 2025. Following this date, a new Fee Schedule will be submitted.