

**AMENDMENT NO. 8
NAPA COUNTY AGREEMENT NO. 170518B
(FORMERLY AGREEMENT NO. 6851)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 8 OF NAPA COUNTY AGREEMENT NO 170518B 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 INTERWEST CONSULTING GROUP, whose mailing address is 1613 Santa Clara Drive, Suite 100, Roseville, CA 95661, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, on August 3, 2006, COUNTY entered into Napa County Agreement No. 170518B (Formerly 6851), (the "Agreement") with CONTRACTOR to provide for review of development plans for code compliance and plan check; and

WHEREAS, the parties have amended the Agreement several times to increase the maximum compensation payable to CONTRACTOR for services provided, and to extend the term of the agreement; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to extend the term of the agreement beyond Fiscal Year 2023/24 and provide for additional years of automatic renewal, effective as of July 1, 2024.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

1. Exhibit "B" of the Agreement is rescinded and replaced in full by the document entitled Exhibit "B-1" and all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1."
2. Paragraphs 1 and 3 are 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 June 30, 2026, 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.

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", 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 shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

- 3. Except as provided in paragraphs 1, 2 and 3 above, the terms and provisions of the Agreement shall remain in full force and effect.
- 4. The parties acknowledge that this Amendment shall be effective as of July 1, 2024, and shall apply from that date forward.

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

INTERWEST CONSULTING GROUP

By: 
Paul Meschino, President of Operations

By: 
David Kniff, Assistant Secretary

“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>Jason M. Dooley</u> (via e-signature)</p> <p>Date: <u>October 23, 2024</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-1"

Billing Rates

Effective July 2024

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Classification	Hourly Billing Rate
Engineering	
Principal in Charge.....	\$255
Principal Engineer.....	230
City Surveyor.....	220
City Engineer.....	225
Project Manager.....	210
Senior Traffic Engineer.....	200
Traffic Engineer III.....	190
Traffic Engineer II.....	180
Traffic Engineer I.....	170
Traffic Engineering Associate II.....	160
Traffic Engineering Associate I.....	150
Transportation Engineer.....	210
Supervising Engineer.....	205
Senior Engineer.....	200
Licensed Land Surveyor.....	190
Engineering Associate III.....	160
Engineering Associate II.....	150
Engineering Associate I.....	140
Survey Technician.....	130
Senior Engineering Technician.....	130
Engineering Technician III.....	130
Engineering Technician II.....	115
Engineering Technician I.....	105
Student Trainee.....	50
Grading Plans Examiner.....	165
Building Safety Services	
Certified Building Official.....	165
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect.....	160
Supervising Structural Engineer.....	200
Senior Structural Engineer.....	185
Senior Plans Examiner.....	145

CASp.....	135
Inspector III.....	115
Inspector II.....	105
Inspector I.....	95
Permit Technician.....	80
Fire Protection Engineer.....	160
Senior Fire Plans Examiner.....	135
Fire Plans Examiner / Fire Inspector.....	125
ICC Building Plans Examiner.....	125
Senior Code Enforcement Officer.....	140
Code Enforcement Officer.....	130
Trainee.....	75

Construction Management

Construction Manager.....	180
Assistant Construction Manager.....	160
Supervising Public Works Observer.....	175
Senior Public Works Observer.....	170
Public Works Observer III.....	160
Public Works Observer II.....	145
Public Works Observer I.....	130

Real Estate

Supervising Corporate Broker.....	260
Senior Project Manager.....	200
Project Manager.....	180
Senior Acquisition / Relocation Agent.....	140
Acquisition / Relocation Agent.....	125
ROW Technician.....	115
ROW Coordinator.....	100
Administrative Support.....	80

Landscape Design Review Services

Project Manager.....	185
Senior Landscape Design Reviewer.....	165
Landscape Design Reviewer.....	150
Landscape Maintenance Inspector.....	130
Landscape Field Supervisor.....	130

Planning Services

Community Development Director.....	220
Project Manager.....	190
Planning Manager.....	200
Principal Planner.....	180
Senior Planner.....	165
Associate Planner.....	135
Assistant Planner.....	110

Planning Technician90

Administrative

Grant Manager165

Grant Writer155

Management Analyst II.....125

Management Analyst I.....115

Senior Administrative115

Administrative III100

Administrative II 90

Administrative I75