

**FIRST AMENDMENT
NAPA COUNTY AGREEMENT NO. 250045B
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 250045B is entered effective as of August 1, 2024, by and between Napa County, a political subdivision of the State of California (County), and Brittany S. Armstrong Whittington (Attorney), whose business address is 490 Claiborne Rd., Suite A100, Fairfield, CA 94534. County and Attorney may be referred to as “parties” or individually as “party.”

RECITALS

WHEREAS, County has retained Attorney under Agreement No. 250045B (the “Agreement”), effective July 1, 2024, in the area of Adult Conflict Public Defender Services; and

WHEREAS, Attorney is willing to provide such specialized services to County under the terms and conditions set forth herein; and

WHEREAS, the compensation under the Agreement was originally intended to reflect a half-time caseload. The current caseloads of the Conflict Public Defenders have been evaluated and are equivalent to full-time caseloads when compared to the Napa County Public Defender’s Office; and

WHEREAS, the maximum hourly rate for investigator expenses that is reimbursable under this agreement has been Forty-Five Dollars (\$45) per hour or Fifty-Five Dollars (\$55) per hour in Class I cases for many years and has not been adjusted to account for inflation; and

WHEREAS, it is now necessary to increase the maximum compensation under this agreement and hourly rate for investigator expenses.

TERMS

NOW, THEREFORE, the parties hereby amend Napa County Agreement No. 250045B as follows:

1. Paragraph 3 of the Agreement is hereby amended to read in full as follows:
 3. **Compensation.**
 - (a) Effective as of August 1, 2024, County shall pay Attorney Fifteen Thousand One Hundred Seventy Dollars (\$15,170) per month. Subject to Paragraph 4 (Compensation for Class 1 and 2 Cases) and Paragraph 5 (Reimbursement For Essential Third Party Expenses), this amount is intended to cover and include the Attorney’s customary business overhead including but not limited to the following: salaries and employee benefits; office

expenses, telephone, postage, office supplies, printing and copying, insurance, accounting and travel expenses, equipment rental, maintenance and depreciation and similar expenses.

(b) Effective July 1, 2025, the base compensation under this agreement shall increase to Nineteen Thousand One Hundred Eighty-Seven Dollars (\$19,187) per month. Each subsequent fiscal year the base compensation under this agreement shall be equal to the salary for the Napa County job classification of Attorney IV, step 5 including any cost-of-living-adjustment afforded to that job classification. In the event that a successor Memorandum of Understanding with SEIU Local 1021 has not been adopted prior to the beginning of a fiscal year to set the salary for Attorney IV, step 5, base compensation under this Agreement shall increase by 3% until the effective date of any negotiated increase for that job classification at which point base compensation under this Agreement shall again be equal to the salary for Attorney IV, step 5 from that date forward.

(c) All requests for compensation shall be made only upon presentation by Attorney to County of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, the name, taxpayer identification or social security number, and address of the person or firm performing the services. Attorney shall submit monthly invoices for such services no earlier than the twentieth day of the month preceding the month during which such service is rendered and no later than the tenth day of the month following the billed month of service. All invoices for compensation and expenses for extraordinary cases as described in Paragraph 5 (Reimbursement For Essential Third Party Expenses) shall be submitted monthly by the tenth of the month following the month the services are rendered or expenses are incurred. All such invoices shall be submitted to the Office of the County Counsel. The County Counsel, after review and approval as to form, shall submit the invoice to the Napa County Auditor on the next available claims filing date following receipt; provided, however, that payment shall not be issued before the first day of the billed month of service. The failure to file claim(s) in a timely manner will result in the claim(s) being processed during the following month.

(d) In the event the failure to appear in a case results in other counsel being appointed, the compensation set forth in subparagraph (a) is subject to reduction in an amount equal to the billing received from such counsel and such billing offset will occur when the next monthly bill is received from Attorney; provided, however, that this provision shall not apply in cases where the failure to appear is due to a conflict of interest.

(e) If this Agreement is not renewed, Attorney shall be compensated for cases they are required to continue to handle subsequent to the effective date of termination based on hourly billings at a rate equal to 85% of the hourly rate paid by the courts to the private bar for handling conflict matters. If cancelled pursuant to Paragraph 11 (Termination For the Convenience of a Party), Attorney shall be compensated in the manner set forth in Paragraph 12 of this Agreement.

(f) The compensation provided above anticipates that the number of new cases opened annually will be a maximum of 180 cases. Violations of probation alone do not constitute a new case.

2. Paragraph 5 of the Agreement is hereby amended to read in full as follows:

5. **Reimbursement For Essential Third Party Expenses.**

(a) If in the course of providing CPD services to indigent clients, the Attorney is required by the issues in a matter to engage essential and necessary third party services or to incur essential and necessary third party costs that go beyond the customary overhead and

office expenses described above in Paragraph 3(a), above, which the base amount of monthly compensation is intended to cover (“salaries and employee benefits; office expenses, including but not limited to telephone, postage, office supplies, printing and copying; insurance, accounting and travel expenses; and equipment rental, maintenance, depreciation and similar expenses”), the County will pay invoices from the Attorney or from such third parties for such essential third party services and costs, including the charges of court reporters, translation services, medical experts and tests, psychological and psychiatric experts and tests, technical experts, investigators, witness fees, and such other similar specialized services, if the following procedures are followed and the following conditions are met:

- i. Except as provided in subparagraph 5(b) below, the Court in the case in which the third-party services are engaged or third-party expenses are incurred must first issue an order approving and authorizing the services and/or costs and establishing a maximum amount for each service provider or category of cost in the case;
- ii. The third-party service provider or source of the third-party expenses or charges must provide a signed and dated invoice for the services and/or costs that details the services performed, the date(s) of service, and the dollar amounts for each service or expense item;
- iii. The Attorney must approve the invoice by signing it and verifying the fact that the services were performed and/or the costs were incurred in the billed amount in the case identified at the time(s) identified in the invoice;
- iv. Attorney shall submit all such billings for third-party services and expenses to the Napa County Counsel no later than ten (10) days after receipt by Attorney of the third party’s invoice or billing; and
- v. Effective August 1, 2024, the maximum hourly rate for investigators shall be Sixty-Five Dollars (\$65) per hour. Effective July 1, 2025, the maximum hourly rate for investigators shall increase to Eighty-Five Dollars (\$85) per hour.

(b) The requirement in subparagraph 5(a), of Court approval of essential third party service expenses and other essential third party expenses does not apply to any third party’s service or third party cost in a single case that does not exceed Three Thousand Dollars (\$3,000.00) per service provider or source of the expense; however, if any single service provider is engaged, or any single category of cost is incurred, on multiple occasions in a single case, the total amount of the billings for that service provider or category of cost shall be limited to \$3,000 in the absence of Court approval or prior written waiver of this limitation by the County. The requirements of subparagraphs 5(a)(ii), (iii), (iv), and (v) shall apply to all billings for such expenses and costs.

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 the date first above written.

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IN WITNESS WHEREOF, this First Amendment of Napa County Agreement No. 250045B was executed by the parties hereto as of the date first above written.

WHITTINGTON LAW FIRM

By: 

BRITTANY S. ARMSTRONG WHITTINGTON,
Principal

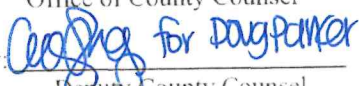
“CONTRACTOR”

COUNTY OF NAPA, a political subdivision of
the State of California

By: _____

JOELLE GALLAGHER, Chair of the
Napa County Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By:  Deputy County Counsel</p> <p>Date: <u>7/16/24</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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