

**AMENDMENT NO. 1
TO NAPA COUNTY AGREEMENT NO. 220086B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 to the Professional Services Agreement for legal services designated as Napa County Agreement No. 220086B (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 Best Best & Krieger, LLP (Contractor), a limited liability partnership with an office located at 500 Capitol Mall, Suite 1700, Sacramento, CA 95814.

RECITALS

- A. On July 13, 2021, County engaged the specialized legal services of Best Best & Krieger, LLP, as authorized by Government Code section 31000, to help prepare and negotiate agreements necessary to develop and operate concessions at Lake Berryessa.
- B. Although two concessionaires are under contract with County to examine and study the feasibility of developing and operating recreational areas at Lake Berryessa, none of the projects have proceeded far enough to require Contractor's involvement.
- C. The Agreement expires on June 30, 2024, and the parties desire to extend the term of the Agreement by three years so that Contractor can perform the legal services originally contemplated.

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 July 13, 2021, and shall expire on June 30, 2027, 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. 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 Exhibit "A" attached hereto and incorporated by reference herein. For services provided on or after July 1, 2024, County shall pay Contractor at the rates set forth in Exhibit "A-1" attached hereto and hereby incorporated by reference.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 5 at the rates and/or in accordance with the provisions set forth in Exhibit "A." For expenses incurred on or after July 1, 2024, County shall reimburse Contractor at the rates set forth in Exhibit "A-1."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of One Hundred Thousand Dollars (\$100,000) per fiscal year 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 reimbursable expenses actually incurred. This maximum amount may only be increased through approved amendments to this Agreement.

3. 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 not addressed in this Amendment shall remain in full force and effect.

4. 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. 1 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.

BEST BEST & KRIEGER, LLP

By 
NANCY A. PARK, Partner

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair of the Board of
Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zelery</u> Deputy County Counsel Date: <u>May 16, 2024</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: _____
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EXHIBIT A-1

COMPENSATION AND EXPENSE REIMBURSEMENT

I. RATES

Effective July 1, 2024, COUNTY shall compensate CONTRACTOR for the legal services rendered under this Agreement in accordance with the following rates, subject to the maximum amount stated in the Agreement above:

Specialized Legal Services

<u>Attorney Title</u>	<u>Rate</u>
Partners & Of Counsel	\$460/hour
Associates	\$350/hour
Paralegals, Clerks, Analysts	\$280/hour

Complex Legal Services – For more complex, highly specialized services the County may require, such as Employee Benefits / CalPERS Advice or other matters mutually agreed upon between BB&K and the County, those services will be billed at the following rates:

<u>Attorney Title</u>	<u>Rate</u>
Partners & Of Counsel	\$525/hour
Associates	\$375/hour
Pension Consultants	\$300/hour
Paralegals, Clerks, Analysts	\$285/hour

The hourly rates above shall increase each July 1st starting with July 1, 2025, in accordance with the Bureau of Labor Statistics, Consumer Pricing Index-U for the San Francisco Bay Area for each previous calendar year average (January-December). The annual increase shall be no less than 2.5% and no more than 5% each fiscal year, and be rounded-off to the nearest dollar.

II. EXPENSE REIMBURSEMENT

All out-of-pocket costs and expenses will be billed by CONTRACTOR and paid by COUNTY at CONTRACTOR's cost upon prior written approval of COUNTY. No travel costs, lodging, costs, or time may be billed by CONTRACTOR for attorneys traveling between CONTRACTOR's offices. Other travel costs are reimbursable to the extent they comply with the Napa County Travel Policy which is found in the Napa County Policy Manual Part I, Section 43.