

FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 200006B

THIS FIRST AMENDMENT TO AGREEMENT NO. 200006B is made and entered into as of this 1st day of July, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and DR. MARK A. CLEMENTI, whose mailing address is 50 Old Courthouse Square Suite 400 Santa Rosa, CA 95404, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on July 1, 2019, COUNTY and CONTRACTOR executed Napa County Agreement No. 200006B, ("the Agreement") for Peace Officer Standards Training (POST) pre-arresting psychological evaluations, return to duty/fitness psychological evaluations and critical incident stress debriefings for peace officers in the Napa County Sheriff's Office; and

WHEREAS, the parties would like to amend the Agreement to extend the term and adjust the compensation.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner set forth below.

TERMS

1. Paragraph 1 of the Agreement is 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 on June 30, 2025 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 obligation 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 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 to renew no less than thirty (30) days prior to the expiration of the then current term. For the purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30."

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

3. Compensation.

(a) Rates. In consideration of CONTRACTOR'S fulfillment of the promised Work, COUNTY shall pay CONTRACTOR at the rate set forth in Exhibit "B-1," attached hereto and incorporated by reference herein. The rates in Exhibit "B-1" are fixed in Fiscal Year 2022-2023, Fiscal Year 2023-2024 and Fiscal Year 2024-2025 and shall not increase by more than 2% in each subsequent fiscal year.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FIFTY THOUSAND DOLLARS (\$50,000) per fiscal year, for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

3. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

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

MARK A. CLEMENTI, PH.D.

By



MARK A. CLEMENTI, Ph.D.

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By

RYAN GREGORY, Chair of the Board of
Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>S. Darbinian</u> Deputy County Counsel Date: June 11, 2022	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 “B-1”

COMPENSATION REIMBURSEMENT

Rates Effective July 1, 2022 through June 30, 2024

Description of Activity	Fee
Standard Pre-Employment Psychological Evaluation Optional remote evaluation is an additional \$59.00 (publisher’s online testing fee)	\$725.00
Return to Duty/Fitness for Duty Psychological Evaluation Optional remote evaluation is an additional \$59.00 (publisher’s online testing fee)	\$885.00
Critical Incident Stress Debriefing	1 st Hour - \$350.00 Each additional hour - \$285.00
No show appointments/late cancellations (less than 72 hours’ notice)	Full price of evaluation - \$725.00

Rates Effective July 1, 2024

Description of Activity	Fee
Standard Pre-Employment Psychological Evaluation Optional remote evaluation is an additional \$59.00 (publisher’s online testing fee)	\$785.00
Return to Duty/Fitness for Duty Psychological Evaluation Optional remote evaluation is an additional \$59.00 (publisher’s online testing fee)	\$925.00
Critical Incident Stress Debriefing	1 st Hour - \$350.00 Each additional Hour - \$285.00
No show appointment/late cancellations (less than 72 hours’ notice)	Full price of evaluation - \$785.00