

**AMENDMENT No. 2
OF NAPA COUNTY AGREEMENT NO. 200141B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 200141B is effective as of the 1st of July, 2022 (the “Effective Date”), by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” acting by and through its Purchasing Agent, and ROMEO C. BLANQUERA, CPA, INC., a for profit corporation, whose mailing address is 1115 Lincoln Avenue, Napa, CA 94558, hereinafter referred to as “CONTRACTOR;”

RECITALS

WHEREAS, by Napa County Agreement No. 200141B entered into as of August 20th, 2019 (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide specialized services, in order to fulfill the annual external audit requirements of the Workers’ Compensation and Automobile Insurance Fraud Programs funded by the California Department of Insurance; and

WHEREAS, on or about July 17th, 2020, COUNTY and CONTRACTOR entered into Amendment No. 1 to increase the contract maximum by by \$2,000 per fiscal year to cover increased costs of the external audit requirements.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to extend the term to December 31, 2025, and increase the contract maximum by \$1,000 to a total of \$7,000 as documented in Exhibit B-2.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Paragraph 1, “**Term of the Agreement**” is hereby amended to read in full as follows:

The term of this Agreement commenced on August 20, 2019, and shall expire on December 31, 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 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).

1. Paragraph 3, "**Compensation**" is hereby amended to read in full as follows:
- (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the fixed price of three thousand dollars (\$3,000) for audit of automobile insurance fraud program and four thousand dollars (\$4,000) for audit of workers compensation insurance fraud program actually completed, as set forth in Exhibit "B-2," 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 be a total of SEVEN THOUSAND DOLLARS (\$7,000) per year for Fiscal Years 2022-2024 for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

2. Except as provided in Sections 1 and 2 of this Amendment No. 2, the terms and provisions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 was executed by the parties hereto as of the date first above written.

ROMEO C. BLANQUERA, CPA INC.

By Romeo C. Blanquera
ROMEO C. BLANQUERA, President/CEO

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i> _____ County Counsel</p> <p>Date: 8/17/22 _____</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-2"

COMPENSATION

COUNTY shall compensate CONTRACTOR in arrears at a price of three thousand dollars (\$3,000) for each annual Automobile Insurance Fraud Program audit actually performed, and four thousand dollars (\$4,000) for each annual Workers Compensation Insurance Fraud Program audit actually performed, upon CONTRACTOR's submission of an invoice.