

THIRD AMENDMENT TO NAPA COUNTY AGREEMENT NO. 170766B

THIS THIRD AMENDMENT TO AGREEMENT No. 170766B is made and entered into as of this 1st day of July, 2025 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Joel Fay, Psy.D., ABPP, whose mailing address is 68 Marinita Ave, San Rafael, CA 94901, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY entered into Agreement No. 170766B ("the Agreement") on February 23, 2017 with CONTRACTOR for specialized services, as authorized by Government Code section 31000, in order to provide clinical support, training, and oversight of the Sheriff's Department Peer Support team, offer Critical Incident stress management, stress debriefs, and short term crisis intervention for department members; and

WHEREAS, on July 1, 2019, COUNTY and CONTRACTOR executed Amendment No. 1 to extend the term; and

WHEREAS on July 1, 2022, COUNTY and CONTRACTOR executed Amendment No. 2 to extend the term and update compensation provisions; and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the term and update compensation provisions.

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, 2028 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). 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 year, 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."

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

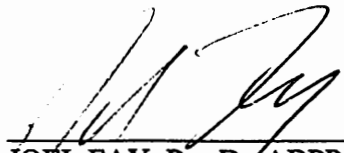
3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-3," attached hereto and incorporated by reference herein.

3. Exhibit "B-3" entitled "Compensation," attached hereto and incorporated herein by reference, hereby replaces and amends Exhibits "B" and "B-1" of the original agreement and any prior amendments.

4. 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.

By: 
JOEL FAY, Psy.D., ABPP

NAPA COUNTY, a political subdivision of the State
of California

By: _____
ANNE COTTRELL, Chair of the Board
of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: March 26, 2025	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-3"

(Contractor agreement between Joel Fay, Psy.D., ABPP (CONTRACTOR) and Napa County Sheriff's Office (COUNTY))

COMPENSATION

1. COUNTY will compensate CONTRACTOR for a rate(s) of:
 - a. \$200 per hour for on-site, or at-agency stress debriefings
 - b. \$100 per hour for travel to on-site or at-agency response
 - c. \$180 per hour for stress debriefing at CONTRACTOR'S office
 - d. \$1,800 flat rate for training day
2. Total annual services (July 1 to June 30) shall not exceed \$10,000.00
3. In the event additional services in excess of item 2 above become necessary, additional services authorization must be authorized the Sheriff or designee.
4. CONTRACTOR will invoice the COUNTY on a monthly basis following industry standard accounting procedures.