

**NAPA COUNTY AGREEMENT NO. 230117B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 230117B is made and entered into as of this 24th day of June 2025, 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.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR entered into Agreement No. 230117B in order to obtain pre-employment psychological evaluations on prospective employees of the Napa County Department of Corrections; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend Agreement No.230117B to extend the term of the Agreement;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, hereby amend Agreement No. 230117B as follows:

1. Paragraph 1 of the Agreement is amended to read in full as follows:

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 years, 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. On and after the effective date of this Amendment No. 1 of the Agreement, all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1" attached to Amendment No. 1 and incorporated by this reference.

3. Except as provided above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 of Napa County Agreement No. 230117B 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 _____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel ¹ By: <u>Corey S. Ulsurogi</u> County Counsel Date: <u>5/28/25</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 “B-1”

COMPENSATION REIMBURSEMENT

Description of Activity	Fee
Pre-employment psychological evaluation	\$785 each
Remote Evaluation	Additional \$59 (publisher’s on-line testing fee)
Return to duty/fitness for duty psychological evaluations	\$925 each
Remote Evaluation	Additional \$59 (publisher’s on-line testing fee)
Critical incident stress debriefing	\$350 for 1 st hour and \$285 for each additional hour
No show appointments (less than 72 hours’ notice)	Full price of Evaluation