

SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 200006B

THIS SECOND AMENDMENT TO AGREEMENT NO. 200006B is made and entered into as of this 1st day of July, 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."

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, on July 1, 2022, COUNTY and CONTRACTOR executed Amendment No. 1 to the extend the term and adjust compensation; and

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

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 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 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. All other terms and conditions of the Agreement 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 _____
Anne Cottrell, Chair of the Board of
Supervisors

"COUNTY"

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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