

**NAPA COUNTY AGREEMENT NO. 220108B  
AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 220108B** is made and entered into as of this 1st day of July 2024 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 or about August 1, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No 220108B (the “Agreement”), under which CONTRACTOR agreed to complete pre-arming psychological evaluations, return to duty/fitness psychological evaluations, and critical incident stress debriefings for probation officers; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to extend the term another year and modify professional fees; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 220108B as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on August 1, 2021 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 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. Paragraph 3 is hereby amended to read in full as follows:

**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-1," attached to Amendment No. 1 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 **FIFTEEN THOUSAND DOLLARS** (\$15,000) each 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 and reimbursable expenses actually incurred.

3. 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".

4. Electronic Signatures. This Amendment may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of the Amendment and shall have the same force and effect as a manually executed original.

5. This Amendment No. 1 represents all the changes to the Agreement agreed to by CONTRACTOR and COUNTY. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in the Amendment No. 1 shall remain in full force and effect.

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**IN WITNESS WHEREOF**, this Amendment No. 1 to Agreement No. 220108B was executed by the parties hereto as of the date first above written.

MARK A CLEMENTI, PH.D.

By \_\_\_\_\_  
MARK A. CLEMENTE, Ph.D.

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
JOELLE GALLAGHER Chair  
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u> Deputy County Counsel</p> <p>Date: <u>June 13, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ 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 "A"**

### **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

#### **I. DESCRIPTION OF SERVICES**

CONTRACTOR shall provide COUNTY with the following services:

- Pre-employment psychological and arming evaluation services
- Return to duty/fitness for duty psychological evaluations
- Critical incident stress debriefing

The evaluations shall include extensive psychological testing of candidates, mental status exam, and a face-to-face interview. All testing is to be performed at CONTRACTOR's office location below:

50 Old Courthouse Square, Suite 400  
Santa Rosa, CA 95404

A detail and thorough report shall be provided to COUNTY with a summary of each evaluation. The report shall include a discussion of background issues, analysis of each candidate's psychological profile, learning style, and his/her suitability for a position with the Probation Department.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

**EXHIBIT "B-1"**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

**August 1, 2021 through June 30, 2025  
(and each subsequent automatic renewal thereof)**

**COMPENSATION REIMBURSEMENT**

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