

**NAPA COUNTY AGREEMENT NO. 170074B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 170074B 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 BOMBOLA AGENCY, INC., a California corporation, whose mailing address is P.O. Box 6537, Napa, CA 94581 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, 2016, COUNTY and CONTRACTOR entered into Agreement No. 170074B to provide pre-employment background investigations for Napa County Department of Corrections; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 1, 2019, to extend the term and modify compensation; and

WHEREAS, as of July 1, 2024, the Parties wish to amend the Agreement to increase the contract maximum payable on page 2 of the Agreement, extend the term of the Agreement, and replace Exhibit B-1 with exhibit B-2 to modify compensation terms.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, here by amend Agreement No. 170074B 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, 2027, 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). After June 30, 2027, 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 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-2", attached hereto and incorporated by reference herein.
- (b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B-2."
- (c) Maximum Amount Notwithstanding subparagraph (b), the maximum payments under this Agreement and each subsequent automatic renewal shall be a total of **Forty-Five Thousand Dollars (\$45,000)** for professional services and **Ten Thousand Dollars (\$10,000)** for expenses per fiscal year, of which **Fifteen Thousand (\$15,000)** for professional services is increased by virtue of this Amendment 2; 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. 2 of the Agreement, all references in the Agreement to Exhibit "B-1" shall mean Exhibit "B-2" attached to Amendment No. 2 and incorporated by this reference.
4. Except as provided above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

BOMBOLA AGENCY, INC

By Betsy Bombola
BETSY BOMBOLA, Owner

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Corey S. Utsurogi</u> County Counsel Date: <u>4/22/24</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-2"

COMPENSATION AND EXPENSE REIMBURSEMENT

I. The following rates shall apply for the term of this Agreement:

- Completed pre-employment background examinations \$1,300.
- Subject to pro-ration as provided in (H) of Exhibit "A" for investigations terminated early, County shall compensate CONTRACTOR for each investigation on a sliding scale basis.

If COUNTY does not receive a written background investigation report from CONTRACTOR within five (5) working days after CONTRACTOR'S investigation is completed, COUNTY will reduce the cost of a background investigation by \$20 per day for each day the final background report is not completed unless addendum to the standard timeline has been agreed upon by the Director of Corrections or his/her designee.

II Travel expenses will only be applicable if a candidate resides 50 miles outside the Napa County area. All travel expenses will be pre-approved by the Director of Corrections or his/her designee. Travel mileage will be billed on a per mile (one-way) basis, based on the current IRS rate for that calendar year (not to exceed \$50 per background investigation), with compensation for lodging and meals, if applicable, not to exceed \$500 per background investigation.