

**NAPA COUNTY AGREEMENT NO. 200378B
AMENDMENT NO. 5**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 5 TO AGREEMENT NO. 200378B is made and entered into as of this 21st day of May, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and TRUEPOINT SOLUTIONS LLC, whose business address is 3262 Penryn Road, Suite 100-B, Loomis, CA, 95650, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200378C on May 30, 2020 (“Agreement”) in order to acquire consulting services to implement the Electronic Document Review (EDR) integration with DigEplan to the Accela Civic Asset Management software; and

WHEREAS, on November 25, 2020, COUNTY and CONTRACTOR entered into Amendment No. 1 to extend the contract term; and

WHEREAS, on June 29, 2021, COUNTY and CONTRACTOR entered into Amendment No. 2 to extend the contract term an additional fiscal year; and

WHEREAS, on June 7, 2022, COUNTY and CONTRACTOR entered into Amendment No. 3 to extend the contract term and replace Exhibit “B” in its entirety with Exhibit “B-1” to revise the costs breakdown; and

WHEREAS, on June 13, 2023, COUNTY and CONTRACTOR entered into Amendment No. 4 extending the term date of the Agreement for an additional fiscal year and replacing Exhibit “B-1” in its entirety with Exhibit “B-2” increasing the agreement by \$23,925 for a new maximum of \$82,045 to include On Call Support; and

WHEREAS, COUNTY and CONTRACTOR now wish to further amend the Agreement to extend the contract term to June 30, 2025.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 1. Term 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, 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).

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

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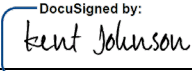
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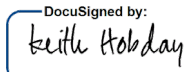
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SIGNATURE PAGE FOLLOWS

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

TRUEPOINT SOLUTIONS LLC

By 
KENT JOHNSON, Chief Executive Officer

By 
KEITH HOBDAY, Partner

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
Joelle Gallagher, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Douglas Parker (via e-sign)</u> Date: <u>April 22, 2024</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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