

## **SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 220215B**

### **PROFESSIONAL SERVICES AGREEMENT**

**THIS SECOND AMENDMENT** is made and entered into as of this 1st day of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Public Service Search, L.L.C., whose mailing address is 440 Highway 377 N, Suite 947, Argyle TX 76226, hereinafter referred to as “CONTRACTOR”.

#### **RECITALS**

**WHEREAS**, On December 13, 2021, COUNTY engaged CONTRACTOR in Agreement 220215C-23 to obtain specialized services, as authorized by Government Code section 31000, in order to provide critical recruitment solutions in specialized fields for hard-to-fill classifications; and

**WHEREAS**, On May 2, 2023, COUNTY engaged CONTRACTOR in Amendment 1 to 220215C-23 to obtain specialized services, as authorized by Government Code section 31000, in order to provide critical recruitment solutions in specialized fields for hard-to-fill classifications; and

**WHEREAS**, COUNTY and CONTRACTOR wish to amend the Agreement as follows:

1. Paragraph 1 of the Agreement as of the effective date of the first amendment shall read:

**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). 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, titled Compensation, shall read as of the effective date of the second amendment 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 hereto 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 TWO HUNDRED SIXTEEN THOUSAND DOLLARS (\$216,000) for professional services and expenses per fiscal year; 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. All references in the Agreement to Exhibit "B", as of the effective date of the first amendment shall read Exhibit "B-1."

4. All other terms and conditions of Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this second Amendment to Agreement 220215B was executed by the parties hereto as of the date first above written.

PUBLIC SERVICE SEARCH, L.L.C.



By \_\_\_\_\_  
CRAIG SOUTHERLAND, Managing Partner

"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: <i>Susan B. Altman</i>, Deputy County Counsel</p> <p>Date: May 30, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ 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 “B-1”**

### **COMPENSATION AND EXPENSE REIMBURSEMENT**

#### **PROFESSIONAL SERVICES FEE**

The Professional Services Fee is \$27,000 per assignment. Candidate placement shall be guaranteed for 27 months from the start of employment with Napa County. Candidates who separate from County service prior to that date shall be replaced by a new recruitment process at no additional cost.

The Professional Services Fee covers all consultant and staff time to conduct the recruitment. This includes all on-site meetings with client, recruitment advertisement, position announcement, professional reference checks and all other search related tasks required to successfully complete the recruitment.

When Public Service Search performs the complete recruitment process, and Napa County decides to hire two candidates there is an additional Professional Services Fee of \$13,500 for each candidate hired beyond the first. When candidates are interviewed for an initial recruitment but are selected to fill a different vacancy where Public Service Search is also performing the complete recruitment process, the fee is \$18,000 per position filled.

#### **EXPENSES**

The only additional expenses would include candidate and spouse travel accommodations for on-site interviews.

#### **INVOICING**

The Professional Services Fee will be billed in three phases:

- PHASE 1 Upon execution of the search agreement
- PHASE 2 Upon presentation of the Candidate Panel
- PHASE 3 Upon candidate acceptance of the position

#### **SEARCH TIMEFRAMES**

- PHASE 1 Search initiation to candidate screening 10 to 14 days
- PHASE 2 Search initiation to presentation of candidate panel 45 to 60 days
- PHASE 3 Search initiation to onsite interviews 60 to 90 days
- PHASE 4 Search initiation to offer acceptance 90 to 120 days