

AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 240187B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) **TO AGREEMENT NO. 240187B** is made and entered into as of the 9th of December 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Matrix Consulting Group, Ltd, a California corporation, whose mailing address is 1650 S Amphlett, Suite 213, San Mateo, CA, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, as of November 7, 2023, COUNTY and CONTRACTOR entered into Agreement No. 240187B (“Agreement”), whereby CONTRACTOR agreed to produce a fire organizational structure study; and

WHEREAS, COUNTY continues to need specialized services, as authorized by Government Code section 31000, in order to complete the study and CONTRACTOR is willing to and able to continue to provide such services; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement extend the contract to an expiration date of June 30, 2026.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR hereby amend Agreement No. 240187B, as follows:

1. Paragraph 1, of the Agreement is hereby amended in full to read 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, 2026, 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. **Electronic Signatures.** This Amendment No. 1 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 this Amendment No. 1 and shall have the same force and effect as a manually executed original.

3. This Amendment No. 1 shall be effective as of the date first written above.

4. Except as provided in paragraphs 1 through 3, above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

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

MATRIX CONSULTING GROUP, LTD

By 
ALAN PENNINGTON, President

By 
COURTNEY RAMOS, Senior Vice President

"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: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>October 6, 2025</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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