

**AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 230373B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 230373B is made and entered into as of this ____ day of _____, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and MGT of America Consulting, LLC., whose mailing address is 4320 West Kennedy Boulevard, Tampa, FL, 33609, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230373B (the “Agreement”) on April 18, 2023, to obtain specialized services, as authorized by Government Code section 31000, in order to prepare a fee study for COUNTY; and

WHEREAS, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement on August 22, 2023, to increase the maximum compensation by \$55,700 to include the Agricultural Commissioner/ Weights and Measures in the fee study, add peer comparisons, and evaluate and potentially alter the County’s eight Internal Service Fund Cost Allocations; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to extend the term until June 30, 2025, to complete the Scope of Services;

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

AMENDMENT NO. 2

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

1. **Term of the Agreement.** The term of this Agreement shall commence on April 18, 2023, 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. This Amendment No. 2 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 2 shall remain in full force and effect.

3. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Amendment No. 2 to Napa County Agreement No. 230373B is executed by COUNTY, by and through the Chair of the Board of Supervisors, and by CONSULTANT through its duly authorized officer(s).

MGT of America Consulting, LLC.

By _____
Patrick J. Dyer, Vice President

By _____
Carla Luke, CFO

NAPA COUNTY, a political subdivision of
the State of California

By _____
Joelle Gallagher, Chair
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>June 19, 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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