

**NAPA COUNTY AGREEMENT NO. 200378B  
AMENDMENT NO. 6**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 6 TO AGREEMENT NO. 200378B** is made and entered into as of this 1st day of July, 2025, 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**, on May 21, 2024, COUNTY and CONTRACTOR entered into Amendment No. 5 extending the contract term to June 30, 2025; and

**WHEREAS**, COUNTY and CONTRACTOR now wish to further amend the Agreement to extend the contract term to June 30, 2028 and replace Exhibit "B-2" in its entirety with Exhibit "B-3" increasing the agreement by \$25,000 per fiscal year for a new maximum of \$157,045.

**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 May 30, 2020 and shall expire on June 30, 2028 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. Subsection (c) of Paragraph 3 Compensation is amended to read 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-3", attached hereto and incorporated 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-3".

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of one hundred fifty-seven thousand and forty-five dollars (\$157,045.00) for professional services and expenses; 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. Exhibit "B-2" is replaced in its entirety by Exhibit "B-3" attached hereto and incorporated by reference herein, and all references to Exhibit "B-2" shall be construed as referring to Exhibit "B-3" as of the effective date of this Amendment.

4. 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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SIGNATURE PAGE FOLLOWS

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

TRUEPOINT SOLUTIONS LLC

Signed by:  
By Brian Weber  
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BRIAN WEBER Chief Revenue Officer  
DocuSigned by:  
By Keith Hobday  
9ABDC8619C0A4DB...  
KEITH HOBDAY, VP Customer Success

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
Anne Cottrell, Chair  
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: <u>Ryan FitzGerald (e-sign)</u>	Date: _____ Processed By: _____	By: _____
Date: <u>June 25, 2025</u>	Deputy Clerk of the Board	
PL No: <u>133814</u>		



**EXHIBIT "B-3"****COMPENSATION AND EXPENSE REIMBURSEMENT**

COUNTY shall compensate CONTRACTOR monthly in arrears, based on time actually spent and costs actually incurred, based on the project implementation tasks and costs included in the table herein. The table includes anticipated costs for hours to be spent on implementation tasks for full implementation of the project; COUNTY and CONTRACTOR agree that time spent, and costs may vary between tasks, so long as the total compensable costs for implementation tasks does not exceed the total maximum allowable amount for the agreement.

**EXPENSES:**

COUNTY shall reimburse CONTRACTOR for actual amounts of any reasonable travel expenses incurred during the performance of services under the agreement, and as noted in the table herein, not to exceed \$1,600 for the term of the agreement. Actual expenses shall be billed monthly in arrears by CONTRACTOR to COUNTY and shall include receipts to support the actual expenses incurred during the monthly billing period.

<b>Consulting/Implementation Services</b>			
<b>TASK:</b>	<b>Est. Hours</b>	<b>Rate/Hr</b>	<b>Amount</b>
Project Management	8	\$165	\$ 1,320.00
Business Analysts (oversight)	80	\$150	\$ 12,000.00
EDR Installation DEV and PROD	12	\$150	\$ 1,800.00
EDR Analysis	34	\$150	\$ 5,100.00
EDR Configuration and Scripting	112	\$150	\$ 16,800.00
EDR Tool Training (Remote via Web meeting)	36	\$150	\$ 5,400.00
Stamp Creation	12	\$150	\$ 1,800.00
Report Development	24	\$150	\$ 3,600.00
ACA Configuration Updates	26	\$150	\$ 3,900.00
Testing and Go Live Prep	16	\$150	\$ 2,400.00
Go Live Support	16	\$150	\$ 2,400.00
<b>Services Total:</b>	<b>376</b>		<b>\$ 56,520.00</b>
<b>TRAVEL EXPENSES:</b>	<b>Trips</b>	<b>Days On-site</b>	<b>Amount</b>
Estimated Expenses, as incurred	2	4	\$ 1,600.00
<b>Travel Expenses Total:</b>			<b>\$ 1,600.00</b>

**On Call Support**

<b>TASK:</b>	<b>Est. Hours</b>	<b>Rate/Hr</b>	<b>Amount</b>
On Call Support	145	\$165	\$ 23,925.00
On Call Support FY 25-26	152	\$165	\$ 25,000.00
On Call Support FY 26-27	152	\$165	\$ 25,000.00
On Call Support FY 27-28	152	\$165	\$ 25,000.00
<b>Services Total:</b>			<b>\$ 98,925.00</b>
<b>TOTAL MAXIMUM AMOUNT:</b>			<b>\$ 157,045.00</b>