

FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 230174B

PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered July 1, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and The Centre for Organization Effectiveness, whose mailing address is 3914 Murphy Canyon Road, Suite A164, San Diego, CA 92123, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on September 27, 2022 COUNTY engaged CONTRACTOR in Agreement No. 230174B to provide specialized services, as authorized by Government Code section 31000; and

WHEREAS, COUNTY and CONTRACTOR wish to amend Agreement No. 230174B to extend the term of the Agreement, modify scope of services, and increase the maximum compensation.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as of as follows:

1. Paragraph 1 of the Agreement is amended 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). 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 three (3) 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 2 of the Agreement is amended as follows:

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-1”, attached hereto and incorporated by reference herein.

3. Paragraph 3 of the Agreement is amended 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-1", attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement per fiscal year shall be a total of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for professional services; 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.

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

THE CENTRE FOR ORGANIZATION
EFFECTIVENESS, a California Joint Powers Authority

By 
SOMMER KEHRLI, Chief Executive Officer

"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</p> <p>Date: June 26, 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 “A-1”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

1) Basic Services

- a) **Project Management Services:** Project management, planning, evaluation, leadership mentoring, competency validation and curriculum development and customization.
- b) **Foundations in Excellence:** Two-day program for up to 30 participants. Includes facilitator, materials, StrengthsFinder Top 5 assessment, Emotional Intelligence assessment, completion certificate, and travel.
- c) **S.T.A.R.T.:** Two-day program for up to 30 participants. Includes facilitator, materials, book, completion certificate, and travel.
- d) **Supervisory Academy:** Five-day program for up to 30 participants. Includes facilitator, two guest presenters, materials, MBTI or DISC or StrengthsFinder Top 5, Thomas Kilmann instrument, completion certificate, and travel.
- e) **Management Academy:** Six-day program for up to 30 participants. Includes facilitator, four guest presenters, materials, StrengthsFinder Top 5 assessment, 360-degree assessment, completion certificate, and travel.
- f) **Leadership Academy:** 7.5-day program for up to 30 participants. Includes facilitator, four guest presenters, materials, 30 full 34 Clifton Strengths assessments, 30, 360-degree assessments, assessment administration, one-hour individual coaching for each participant, completion certificate, and travel plus project management Centre support.
- g) **CEO/Department Head On-Site:** One day, includes facilitator, calls with County Executive Officer (CEO) to discuss session design, develop and administer a pre-work survey, one-hour virtual interviews with five Department Heads to inform design, review data from pre-work survey and interviews, design and facilitation of the offsite, debrief with the CEO, and travel.
- h) **Regional Learning and Development Academies:** The County of Napa and surrounding public sector agencies are engaging in regional learning and development academies as outlined below. These costs do not include food, drink, training space, or onsite logistics support. Each of these programs require 30 participants to be shared among the agencies.

2) **Additional Optional Services**

Additional optional services may be provided, including training, coaching, seminars, Peer Learning Groups, team or executive offsite meetings, and strategic planning session. Materials, supplies, assessment tools and travel (excluding programs listed above) will be reimbursed based upon actual expenses and costs incurred. Upon County's request for additional optional services, The Centre shall provide a scope of work and cost estimate for the requested services. The rates of compensation and reimbursement for expenses for the requested services shall be negotiated between The Centre and the County before commencement of work. The Centre will obtain the County's written approval, through the County's Training and Organizational Development Officer, of the scope of work and compensation/expense reimbursement prior to commencing the requested work. County to provide the location, A/V, flip charts and flip chart paper, and food/beverages for participants.

EXHIBIT “B-1”

COMPENSATION AND EXPENSE REIMBURSEMENT

1) Basic Services

- a) **Project Management Services:** \$2,560 per day. Does not include travel or materials.
- b) **Foundations in Excellence:** \$18,000. Includes travel and materials.
- c) **S.T.A.R.T.:** \$16,000. Includes travel and materials.
- d) **Supervisory Academy:** \$54,500. Includes travel and materials.
- e) **Management Academy:** \$93,500. Includes travel and materials.
- f) **Leadership Academy:** \$107,250. Includes travel and materials.
- g) **CEO/Department Head On-Site:** \$12,000. Includes travel and materials.
- h) **Regional Learning and Development Academies:** Costs Below.

Program	FY 24-25 Cost per Person x # of Participants (Total)	FY 25-26 Cost per Person x # of Participants (Total)	FY 26-27 Cost per Person x # of Participants (Total)
Foundations in Excellence (FIE) - Fall	\$549 x 15 (\$8,235)	\$575 x 14 (\$8,050)	\$605 x 14 (\$8,470)
Foundations in Excellence (FIE) - Spring	\$549 x 15 (\$8,235)	Not Applicable	Not Applicable
Supervisor Transition and Readiness Training (START) - Fall	\$489 x 17 (\$8,313)	Not Applicable	Not Applicable
Supervisor Transition and Readiness Training (START) - Spring	\$489 x 14 (\$6,846)	\$515 x 16 (\$8,240)	\$540 x 16 (\$8,640)
Supervisor Academy - Fall	\$1,299 x 15 (\$19,485)	\$1,365 x 18 (\$24,570)	\$1,435 x 18 (\$25,830)
Supervisor Academy - Spring	Not Applicable	\$1,365 x 18 (\$24,570)	\$1,435 x 18 (\$25,830)
Management Academy - Spring	\$2,399 x 15 (\$35,985)	\$2,520 x 18 (\$45,360)	\$2,645 x 18 (\$47,610)
Leadership Academy	Not Applicable	\$3,400 x 21 (\$71,400)	\$3,575 x 21 (\$75,075)
Annual Total	\$87,099	\$182,190	\$191,455

2) Additional Optional Services

The cost for The Centre’s services is calculated on a project-by-project basis and vary depending upon the specific elements within each scope of work. The Centre operates based on an hourly client rate which is multiplied by the hours of anticipated services for each project. Support requested by the Client that extends beyond the scope of a proposal will be billed at the current hourly rate. Additional materials and expenses outside of a scope, if any, are billed at an additional cost.

All projects are billed on a net-30 basis following the execution of services. Larger projects are billed in installments made mutually agreeable by both The Centre and the client. Below is a chart that demonstrates the hourly rate by level of expertise.

ROLE TYPE	FISCAL YEAR 23-24 RATES	FISCAL YEAR 24-25 RATES
Sr. Consultant Rate <i>(Example tasks: program facilitation and design, strategic planning, coaching)</i>	\$320 per hour	\$335 per hour
Jr. Consultant Rate <i>(Example tasks: report development, data analysis, instructional tool design)</i>	\$145 per hour	\$155 per hour
Program Manager Rate <i>(Example tasks: assessment administration, project planning)</i>	\$110 per hour	\$115 per hour
Specialized Consultant Rate	This rate varies depending on the specialized service requested. This is typically when support is needed related to workplace violence or threat assessment and can range from \$320-\$410 per hour.	This rate varies depending on the specialized service requested. This is typically when support is needed related to workplace violence or threat assessment and can range from \$335-\$575 per hour.

NOTE: As appropriate, travel and materials/assessments will be included in the scope of work as each project is requested.

EXHIBIT "C"

[Company Name]
 [Street Address]
 [City, ST ZIP Code]
 Phone [phone] Fax [fax]
 Taxpayer ID #

**SAMPLE
 INVOICE**

INVOICE # _____
 DATE: _____

TO:
 [Customer Name]
 [Street Address]
 [City, ST ZIP Code]

FOR:
 [Project or service description]
 Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15 1/1/15 1/1/15	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 rd Floor	Smith, Engineer Smith, Engineer Smith, Engineer	1.5 1 4	\$165.00 \$165.00 \$165.00	247.50 165.00 660.00
1/2/15 1/2/15 1/2/15	Rev plans, phone conf w/Owner AutoCad Bldg X, 3 rd Floor Conf w/Owner re 2 nd Floor	Jones, PE Smith, Engineer Smith, Engineer	1.75 4 .5	\$195.00 \$165.00 \$165.00	341.25 660.00 82.50
1/3/15 1/3/15	Mtg w/Jones re 2 nd Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 nd Floor	Smith, Engineer Jones, PE	1.5 1.5	\$165.00 \$195.00	247.50 292.50
TOTAL					