

**SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 210296B
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT is made and entered into as of this 1st day of July 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Cooperative Personnel Services, doing business as CPS HR Consulting, a California Joint Powers Authority, whose mailing address is 2450 Del Paso Road #160, Sacramento, CA 95834, hereinafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, On January 25, 2021, COUNTY engaged CONTRACTOR in Agreement 210296C to obtain specialized services, as authorized by Government Code section 31000, to complete time-sensitive and complicated classification and base salary studies; and

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

1. As of the effective date of this first amendment, Paragraph 1 of the Agreement shall now 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. As of the effective date of the first amendment, Paragraph 3 of the Agreement, titled Compensation, shall read as follows:

Compensation.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) for professional services fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation

shall be based upon services actually rendered and expenses actually incurred.

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

IN WITNESS WHEREOF, this second Amendment to Agreement 210296B was executed by the parties hereto as of the date first above written.

COOPERATIVE PERSONNEL SERVICES “doing business as” CPS HR CONSULTING

By Sandy MacDonald-Hopp
SANDY MACDONALD-HOPP,
Chief Financial 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 County Counsel</p> <p>Date: May 7, 2024</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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