

**FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 220215B
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT is made and entered into as of this 16th day of May 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Public Service Search, L.L.C., whose mailing address is 440 Highway 377 N, Suite 947, Argyle TX 76226, hereinafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, On December 13, 2021, COUNTY engaged CONTRACTOR in Agreement 220215B to obtain specialized services, as authorized by Government Code section 31000, in order to provide critical recruitment solutions in specialized fields for hard-to-fill classifications; and

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

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

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.** No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$144,000) for professional services and expenses per fiscal year; 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. All references in the Agreement to Exhibit "B", as of the effective date of the first amendment, shall read Exhibit "B-1."
4. All other terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this first Amendment to Agreement 220215B was executed by the parties hereto as of the date first above written.

PUBLIC SERVICE SEARCH, L.L.C.

By _____
CRAIG SOUTHERLAND, Managing Partner

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, 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 3, 2023</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> <p>_____</p>
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EXHIBIT “B-1”

COMPENSATION AND EXPENSE REIMBURSEMENT

PROFESSIONAL SERVICES FEE

The Professional Services Fee is \$24,000 per assignment.

The Professional Services Fee covers all consultant and staff time to conduct the recruitment. This includes all on-site meetings with client, recruitment advertisement, position announcement, professional reference checks and all other search related tasks required to successfully complete the recruitment.

EXPENSES

The only additional expenses would include candidate and spouse travel accommodations for on-site interviews.

INVOICING

The Professional Services Fee will be billed in three phases:

- PHASE 1 Upon execution of the search agreement
- PHASE 2 Upon presentation of the Candidate Panel
- PHASE 3 Upon candidate acceptance of the position

SEARCH TIMEFRAMES

- PHASE 1 Search initiation to candidate screening 10 to 14 days
- PHASE 2 Search initiation to presentation of candidate panel 45 to 60 days
- PHASE 3 Search initiation to onsite interviews 60 to 90 days
- PHASE 4 Search initiation to offer acceptance 90 to 120 days