

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
TRUEPOINT SOLUTIONS, LLC
FOR FISCAL YEARS [2023-2024] THROUGH [2026-2027]**

This First Amendment to the Agreement entered into on July 5, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and TruePoint Solutions, LLC, a California Corporation, hereinafter referred to as "CONTRACTOR," (the Agreement) is entered into this ____ day of _____, 2025 and made upon the following considerations:

WHEREAS, COUNTY, by and through its Planning and Building Department, desired to retain a qualified professional to enhance the utilization of the Accela Civic Platform; and

WHEREAS, on July 5, 2023, CONTRACTOR and COUNTY entered into an Agreement for On-Call Support Services Professional Services Agreement; and

WHEREAS, the On-Call Support services provided by the CONTRACTOR continues to be needed; and

WHEREAS, both parties wish to extend the term of the Agreement; and

WHEREAS, both parties agree to increase the maximum compensation of the Agreement by Sixty-Thousand Dollars (\$60,000.00);

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. Section 2, Term is hereby deleted and replaced in its entirety to read as follows:

2. TERM:

This Agreement shall begin on July 1, 2023, and shall remain in full force and effect until June 30, 2027, unless sooner terminated as provided herein.

II. Section 4: COMPENSATION is hereby deleted and replaced in its entirety to read as follows:

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Thirty Thousand, Three Hundred Thirty-Six Dollars (\$130,336.00). In no event shall the maximum amount paid under this Agreement exceed One Hundred Thirty Thousand, Three Hundred Thirty-Six Dollars (\$130,336.00) for the term of the agreement. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

B. Schedule of Rates. The specific rates and costs applicable to this Agreement are

set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.

C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

- III. The Agreement is hereby amended to delete Exhibit B – Schedule of Rates (“Exhibit B”) and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
- IV. Except as modified herein, the Original Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and Original Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

TRUEPOINT SOLUTIONS, LLC:

By: Keith Hobday

Date: 5/13/2025

Name: Keith Hobday

Title: VP Customer Success

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

John H. Ford

Director, Planning and Building Department

[Pursuant to Board authorization on June 17, 2025, File ID 25-564]

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: 5/16/2025

Risk Management

LIST OF EXHIBITS:

Exhibit B – Schedule of Rates

EXHIBIT B
SCHEDULE OF RATES
TruePoint Solutions LLC

1. RATE OF COMPENSATION:

Services Costs - GSA – GS35F-025BA

Tasks	Hours	Rate	Total	Comment
Project Manager		\$173.72		
Business Analyst		\$157.94		
Trainer		\$173.72		
Travel Budget			TBD	On-site support is available if needed
Total budget not to exceed			\$130,336.00	