

**AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 200360B**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 200360B is effective as of this _____ day of _____, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and THE SALVATION ARMY, a California non-profit religious corporation, whose business address is 3048 Hawthorne Boulevard, Rancho Palos Verdes, CA 90275, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on March 24, 2020, the Board of Supervisors authorized the COUNTY's Purchasing Agent or designee to execute professional service agreements related to the County's response to COVID-19 in an amount up to \$500,000 with any individual contractor, pursuant to Napa County Resolution No. 2020-43; and

WHEREAS, on May 21, 2020, after a competitive Request for Proposals (RFP) process, COUNTY and CONTRACTOR executed Napa County Agreement No. 200360C, (the "Agreement") for the preparation of meals to designated temporary alternate care facilities in response to COVID-19 in an amount not to exceed \$400,000; and

WHEREAS, there is a continuing need for CONTRACTOR's services due to the COVID-19 pandemic; and

WHEREAS, COUNTY and CONTRACTOR now desire to increase the maximum compensation to \$600,000 and to extend the duration of the Agreement; and

WHEREAS, upon approval by the Board of Supervisors, the numerical designation of the Agreement changes from No. 200360C to No. 200360B; and

WHEREAS, the parties wish to amend the terms of the Agreement accordingly;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby amend Agreement No. 200360B in accordance with the terms and conditions set forth below:

TERMS

- 1) **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2022 and shall expire on June 30, 2023, 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 8 (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

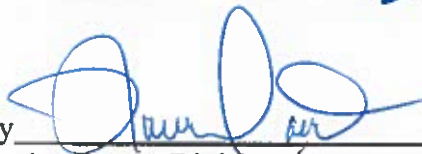
such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention).

- 2) All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

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

THE SALVATION ARMY, a California nonprofit religious corporation:

By 
John Brackenbury, Divisional Commander

By 
Javier Castro, Divisional Secretary for Business

"CONTRACTOR"

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <i>S. Darbinian</i> Deputy County Counsel Date: July 19, 2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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