

**NAPA COUNTY AGREEMENT NO. 190067B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 190067B is made and entered into as of this 1st day of July 2022 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and ROBERT LOUGEE, whose mailing address is 3622 Harbrooke Road, Medford, Oregon, 97504, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on or about August 1, 2018, COUNTY and CONTRACTOR entered into Napa County Agreement No 190067B (the “Agreement”), under which CONTRACTOR agreed to provide firearms training and quarterly qualifications and act as the range master, and assist with development of department policies related to use of force and field activities; and

WHEREAS, on July 1, 2020, the Parties amended the Agreement to extend the term of the Agreement, replace Exhibit A with Exhibit “A-1” and revise compensation; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to extend the term of the Agreement and revise *Exhibit B, Compensation and Expense Reimbursement* ; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 190067B as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on August 1, 2018 and shall expire on June 30, 2022, 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 is hereby amended to read in full 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 at the rates and/or in accordance with the provisions set forth in Exhibit "B-1."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **FORTY-SEVEN THOUSAND, TWO HUNDRED EIGHTY DOLLARS (\$47,280)** 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. On and after the effective date of this Amendment No. 2 of the Agreement, all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1" respectively, attached to Amendment No. 2.

4. This Amendment No. 2 represents all the changes to the Agreement agreed to by CONTRACTOR and COUNTY. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in the Amendment No. 2 shall remain in full force and effect.

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IN WITNESS WHEREOF, this Amendment No. 2 to Agreement No. 190067B was executed by the parties hereto as of the date first above written.

ROB LOUGEE

By 

ROB LOUGEE

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i> County Counsel</p> <p>Date: 7/7/22</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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EXHIBIT "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

**July 1, 2022 through June 30, 2023
(and each subsequent automatic renewal thereof)**

Activity	Rate
Hourly Rate	\$115.00 / hour
Business Travel Time	\$55.00 / hour
Business Travel Expense i.e mileage, rental car, gas for rental car, parking, airfare	Actual Costs
Lodging	Maximum allowed by U.S. General Services Administration (GSA) rates set beginning of October 1 each year

Meals related to business travel expenses shall not be reimbursed by COUNTY.

Other business expenses not listed above may be reimbursed with authorization and approval by the Chief Probation Officer.