FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES

NAPA COUNTY AGREEMENT NO. 250324B
NAPA VALLEY COMMUNITY COLLEGE DISTRICT AGREEMENT NO._____

THIS FIRST AMENDMENT TO COUNTY AGREEMENT NO.250324B is made and entered into by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Napa Valley Community College District ("District"). This First Amendment is effective as of the last date it has been approved and/or ratified by the representatives of the District and County (Effective Date). The Napa County Sheriff's Office ("Sheriff's Office"') will administer this contract on behalf of the County of Napa. The District and the Sheriff's Office are each individually a "Party" and collectively the "Parties."

RECITALS

WHEREAS, County and District entered into County Agreement No.250324B("Agreement") whereby County agreed to provide to District, and District agreed to pay County for the provision of police services, including patrolling the student housing complex, River Trail Village, and surrounding areas at Napa Valley College ("College") and the provision of police services related to certain Part 1 Violent Crimes, Sexual Assaults, and Hate Crimes as defined in the Kristin Smart Campus Safety Act of 1998 ("Act") (Education Code section 67381, *et seq.*), as well as other assistance as needed; and

WHEREAS, the parties now wish to amend the Agreement to extend the term of the contract and modify the terms of the Agreement as set forth herein.

TERMS

NOW, THEREFORE, County and District hereby agree to amend the Agreement in the manner set forth below:

1) **Section V, Compensation for Services**, is amended to read in full as follows:

"V. COMPENSATION FOR SERVICES

The total cost of providing services pursuant to this Agreement, as of the effective date of this First Amendment, including the cost of those police services that the County/Sheriff's Office shall be a flat rate of $51,432 ("Fee"), as set forth in Exhibit C-1. The Fee encompasses all personnel costs, including, but not limited to, overtime, benefits, and retirement. The Fee also includes a ten percent (10%) Part 1 Violent Crimes fee and an eight percent (8%) administrative fee.

The County/Sheriff's Office shall not charge any other labor or personnel costs for individuals who perform services pursuant to this Agreement.

The County/Sheriff's Office shall not charge the District for the cost of booking prisoners into the Napa County Jail.

The County/Sheriff's Office shall not charge the District for the use of County/Sheriff's Office-owned equipment.

The County/Sheriff's Office shall not charge the District for costs associated with responses for mutual aid assistance from outside agencies. "Mutual Aid" is defined as the emergency response of on-duty law enforcement personnel from any agency other than the Sheriff's Office.

The District shall pay the Fee within thirty (30) days from the date of this Agreement has been approved and/or ratified by the respective governing bodies of the District and the County."

2) **Section VII, Term of Agreement**, is amended to read in full as follows:

"VII. TERM OF AGREEMENT

This Agreement shall be effective as of August 1, 2024 and shall terminate on July 31, 2026 ("Term"), unless terminated earlier in accordance with Section VIII (Termination); except that the obligations of the Parties under Sections III (Confidentiality), X (Indemnification), and XI (Insurance) 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.

3) **Section XXII, Use of College Facilities**, is added to the Agreement to read in full as follows:

"XXII. USE OF COLLEGE FACILITIES

The Sheriff's Office shall be allowed to use College facilities for training purposes free of any charge to the County and the Sheriff's Office so long as the facility is available, not booked for another purpose, and approved by the District."

4) On and after the effective date of this First Amendment, all references in the Agreement to Exhibit "C" shall mean Exhibit "C-1."

5) Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, the parties hereto executed this First Amendment to the Agreement as of the date first above written.

NAPA VALLEY COMMUNITY COLLEGE DISTRICT

By: _____
Torrence Powell, President

NAPA COUNTY, a political subdivision of the State of California

By: _____
Anne Cottrell, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: S.Darbinian Deputy County Counsel Date: 10/20/25	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT C-1

NVC Contract FY25-26

Personnel Cost	$	43,293
10% Part One Crimes	$	4,329
8% Admin Fee	$	3,810
Cost Per Year	$	51,432