

**NAPA COUNTY AGREEMENT NO. 220183B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220183B is effective as of this first day of July, 2022, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as “COUNTY” and **ON THE MOVE, INC.**, whose mailing address is 780 Lincoln Avenue, Napa, CA 94558, 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 July 1, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220183B, (hereinafter referred to as “Agreement”) for CONTRACTOR to provide a youth advocate to support any incoming calls from the Independent Living Program (ILP) through the Family Urgent Response System (FURS) mobile response team and to connect transitional age youth to the resources and services they need in order to achieve academic, employment, and self-sufficiency success through outreach, resource navigation, and follow-up while developing peer supportive relationships; and

WHEREAS, the Parties wish to amend the Agreement to revise Specific Terms and Conditions 3.5 to add a provision for automatic renewal, for up to two additional fiscal years, with no change to the contract maximum.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Specific Terms and Conditions 3.5 is removed in its entirety.
2. General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, for a maximum of two additional fiscal years (the final renewal period concludes on June 30, 2024), under the same terms and conditions, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the 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 the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3. The sentence, “Automatic renewal of term does not apply” on page 1 of the Agreement is removed in its entirety.
4. The sentence, “Maximum Amount of this Agreement: \$40,000” on page 1 of the Agreement is revised to state, “Maximum Amount of this Agreement: \$40,000 per fiscal year”.
5. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 220183B as of the date first written above.

ON THE MOVE, INC.

By Alissa d. Abdo
ALISSA ABDO,
Executive Director

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY
Chair of the Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <i>Corey S. Utsurogi</i> Date: 5/6/2022	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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