

**AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 180348**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT 180348 is effective as of the 1st of April, 2022 (the “Effective Date”), by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and ALDEA, INC., a California nonprofit corporation, whose business address is 1546 First Street, Napa, CA 94559 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 June 1, 2018, COUNTY and CONTRACTOR entered into Agreement No. 180348 (hereinafter referred to as “Agreement”) for CONTRACTOR to provide for the administration of a Crime Victim Assistance Funding Program, to be paid using funds received by a grant from the State of California; and

WHEREAS, the California Office of Emergency Services, hereinafter referred to as “granting agency,” has provided a federal Victims of Crime Act funded grant subaward to COUNTY for a program titled “Child Advocacy Center,” to work with child abuse victims to reduce trauma to children and their families using a multidisciplinary team approach in a child appropriate setting; and

WHEREAS, the Agreement was limited to the initial term with renewal for additional grant term years, based on the availability of Victims of Crime Act funds received through subawards for this purpose by the granting agency; and

WHEREAS, COUNTY received a renewal of the grant from the granting agency and wishes to continue the services provided by CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to extend the term to March 31, 2023.

TERMS

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

1. Paragraph 1, “**Term of the Agreement**” is hereby amended to read in full as follows:

The term of this Agreement commenced on June 1, 2018, and shall expire on March 31, 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 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).

2. This Amendment No. 1 shall be effective as of the Effective Date first set forth, above.

3. Except as provided in Sections 1 of this Amendment No. 1 above, the terms and provisions of the Agreement shall remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement was executed by the Parties hereto as of the date first above written.

ALDEA, INC.

By Kerry Ahearn
KERRY AHEARN, Executive Director

By [Signature]
JOHN KNIEP, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Corey S. Utsuroqi</u> County Counsel Date: <u>March 2, 2022</u>	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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