

**NAPA COUNTY AGREEMENT NO. 180309B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 180309B 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 ISADORA ASCH, M.A. whose mailing address is 74 Ridgecrest Drive, Napa, CA 94558 hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, on July 1, 2018, COUNTY and CONTRACTOR entered into Napa County Agreement No. 180309B (the "Agreement"), under which CONTRACTOR agreed to provide a Peer Court program to divert minors from the Napa County Juvenile Court; and

WHEREAS, on July 1, 2019 COUNTY and CONTRACTOR extended the term of Agreement No. 180309B an additional year with an automatic one year renewal; and

WHEREAS, on July 1, 2021 COUNTY and CONTRACTOR extended the term of Agreement No. 180309B an additional year with an automatic one year renewal; and

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

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. 180309B as follows:

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

Term of the Agreement. The term of this Agreement shall commence on July 1, 2018 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 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 one (1) year at the end of each fiscal year, under the terms and conditions then in effect 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. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rate set forth in Exhibit "B-3", 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-3."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total **FORTY-FOUR THOUSAND, FIVE HUNDRED TEN DOLLARS (\$44,510)** for professional services and expenses each 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. This Amendment No. 3 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. 3 shall remain in full force and effect.

4. On and after the effective date of this Amendment No. 3 of the Agreement, all references in the Agreement to Exhibit "B" shall mean Exhibit "B-3", attached to Amendment No. 3.

IN WITNESS WHEREOF, this Amendment No. 3 to Agreement No. 180309B was executed by the parties hereto as of the date first above written.

ISADORA ASCH, M.A.

By: 
ISADORA ASCH

“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: 6/28/2022</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-3"

COMPENSATION AND EXPENSE REIMBURSEMENT

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

A. Compensation

Services performed by CONTRACTOR shall be invoiced based on actual hours worked billed at \$28.00 per hour.

B. Expenses

Activity	Maximum Compensation
Youth Court Conference	Actual expenses for registration
Youth Court Conference – Per Diem and Lodging	Not to Exceed the U.S. General Services Administration rates set by fiscal year, Effective October 1 of each year
Total Youth Court Conference Expense	\$1,300.00
Promotional Materials and Food for Volunteer Team Meetings	\$510.00
Office Expense	\$200.00

The Chief Probation Officer is authorized to approve changes in categorical expenditures as long as the total contract amount does not exceed \$44,510 each fiscal year.