

**NAPA COUNTY AGREEMENT NO. 200124B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 200124B is made and entered into as of this 1st day of July 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", acting by and through its Purchasing agent, and FAKOURI ELECTRICAL ENGINEERING, INC. A California corporation, whose business address is 30001 Comercio, Rancho Santa Margarita, CA 92688, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on October 1, 2019, COUNTY and CONTRACTOR entered into Agreement No. 200124B to provide uninterruptible power supply (UPS) system routine maintenance and emergency services at the jail; and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to extend the term.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, here by amend Agreement No. 200124B as follows:

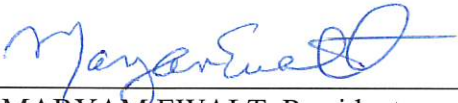
1. Paragraph 1 of the Agreement is amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, 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). After June 30, 2025, 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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 200042B as of the first date written above.

FAKOURI ELECTSRICAL ENGINEERING

By 
MARYAM EWALT, President

By 
CHARLES EWALT, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Corey S. Utsurogi</u> County Counsel Date: <u>4/25/24</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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