NAPA COUNTY AGREEMENT NO. 230012B AMENDMENT NO. 2

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 230012B is made and entered into as of this 1st day of July, 2025 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SHARED VISION CONSULTANTS, INC., a California corporation, whose mailing address is 8064 Via Zapata, Dublin, CA 94568, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR entered into that Napa County Agreement No 230012B (the "Agreement") under which CONTRACTOR agreed to provide prevention strategies and services integration for at-risk youth and their families; and

WHEREAS, on July 1, 2024, COUNTY and CONTRACTOR amended Paragraph 1 extending the term to June 30, 2025 and modified the consultant hourly; and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the term an additional year; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; 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. 230012B 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, 2022, and shall expire on June 30, 2026 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. Electronic Signatures. This Amendment may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of the Amendment and shall have the same force and effect as a manually executed original.
- 3. This Amendment No. 2 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. 2 shall remain in full force and effect.

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IN WITNESS WHEREOF, this Amendment No. 2 was executed by the parties hereto as of the date first above written.

	STRACE VISION CONSCETTANTS, INC.	
	By Lisa Molinar, President By Man	lh 4/27/202
	MARK MOLINAR, Secretary "CONTRACTOR" NAPA COUNTY, a political subdivision of the State of California By: ANNE COTRELL, Chair Board of Supervisors "COUNTY"	
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: <u>Douglas V. Parker (via e-sign)</u> Deputy County Counsel Date: <u>April 1, 2025</u>	Date: Processed By:	By:
	Deputy Clerk of the Board	

SHARED VISION CONSULTANTS INC.