

AMENDMENT NO. 3

NAPA COUNTY AGREEMENT NO. 180316B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 (“Amendment No. 3”) **TO AGREEMENT NO. 180316B** 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 TOWN OF YOUNTVILLE, a municipal corporation, hereinafter referred to as “TOWN.”

RECITALS

WHEREAS, COUNTY and TOWN entered into Agreement No. 180316B (“Agreement”) as of July 1, 2012, whereby COUNTY agreed to provide fire protection services to TOWN; and

WHEREAS, on or about July 1, 2018, COUNTY and TOWN entered into Amendment No. 1 to the Agreement to increase maximum compensation; and

WHEREAS, on or about July 1, 2023, COUNTY and TOWN entered into Amendment No. 2 to the Agreement to increase maximum compensation; and

WHEREAS, TOWN continues to need fire protection services from the Napa County Fire Department and COUNTY is willing to and able to continue to provide such services; and

WHEREAS, COUNTY and TOWN now wish to amend the Agreement to extend the term and update the compensation rates.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and TOWN hereby amend Agreement No. 180316B, as follows:

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

Term of the Agreement. The term of this Agreement shall commence on July 1, 2012, 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 obligations of TOWN 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

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

TOWN OF YOUNTVILLE

By Brad Raulston
BRAD RAULSTON, Town Manager

"TOWN"

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair Board of Supervisors

"COUNTY"

| | | |
|--|--|--|
| APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>June 30, 2025</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: _____ |
| APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>June 30, 2025</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: _____ |