

**AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 180352**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT 180352 is effective as of the 1st day of July 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CITY OF CALISTOGA POLICE DEPARTMENT, whose mailing address is 1235 Washington Street, Calistoga, CA 94515, hereinafter referred to as "CITY."

RECITALS

WHEREAS, COUNTY has been operating a multi-agency grant funded Gang Violence Suppression program since Fiscal Year 2001-2002 using funds received by a grant from the State of California in order to provide ongoing gang violence suppression program activities through a grant operational agreement in partnership with COUNTY departments, local law enforcement agencies, and non-profit organizations in a collaborative effort to address gang suppression, intervention and prevention in Napa County; and

WHEREAS, the Gang Violence Suppression Program grant is now an ongoing program funded annually through 2011 Public Safety Realignment funds received from the State of California; and

WHEREAS, on July 1, 2017, COUNTY and CITY entered into an Agreement No. 180352 to continue the specialized Gang Violence Suppression program services, as authorized by Government Code section 31000, and as provided by CITY under the previous grant operational agreement; and

WHEREAS, CITY is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

WHEREAS, COUNTY and CITY now desire to amend the Agreement to extend the term for an additional 5 years.

TERMS

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

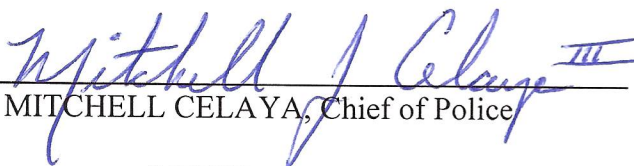
1. Paragraph 1 "**Term of the Agreement**" is hereby amended to read in full as follows:

The term of this Agreement commence on the effective date first above written 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 CITY 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 year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed three (3) 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.

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

CITY OF CALISTOGA

By 
MITCHELL CELAYA, Chief of Police
"CITY"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Douglas Parker (via e sign)</u> Deputy County Counsel Date: <u>June 23, 2021</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors By: _____
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