

**NAPA COUNTY AGREEMENT NO. 220354B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220354B is effective as of the 1st day of July 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **NAPA COUNTY OFFICE OF EDUCATION**, a public educational institution, whose mailing address is 2121 Imola Avenue, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR entered into a Cooperative Joint Exercise of Powers Mental Health Services Agreement (Napa County Agreement No. 220287B, hereinafter referred to as "Agreement") for the Parties to set forth the necessary and cooperative procedures and protocols for the administration and oversight of mental health services to school children in Napa County, to set forth the respective obligations and payment responsibilities of the Parties, and to provide for mutual cooperation the administration and implementation of cooperative efforts to address mental health services for school children within Napa County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term of the Agreement; increase the contract maximum payable to CONTRACTOR; and revise terms of the Agreement as related to the increased contract maximum.

TERMS

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

1. "Initial Term" in Section 1, DEFINITIONS, on page 2 of the Agreement is amended to extend the termination date of the agreement by six months and shall now read in full: "Initial Term' means the period from the Effective Date until December 31, 2026, unless in accordance with Section 7 termination clause."
2. Section 3, NCOE OBLIGATIONS, Subsection a, on page 3 of the Agreement is amended to increase the contract maximum by FOUR HUNDRED FIFTY FOUR THOUSAND, FOUR HUNDRED SEVENTY SIX DOLLARS (\$454,476), and shall now read in full: "In accordance with the TWO MILLION, NINE HUNDRED FIFTY FOUR THOUSAND, FOUR HUNDRED SEVENTY SIX DOLLARS (\$2,954,476) funding Napa County receives from the Mental Health Services Oversight and Accountability Commission, NCOE will provide oversight of the mental health programs and services reflected in the MHSSA grant proposal."
3. Section 4, APPORTIONMENT OF COSTS FOR PROVISION OF MENTAL HEALTH SERVICES, on page 3 of the Agreement is amended to read in full:

- a) County shall provide NCOE a maximum of SIX HUNDRED FORTY-TWO THOUSAND, FIVE HUNDRED THIRTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$642,532.35), reflecting an increase of THIRTY-SEVEN THOUSAND FIVE HUNDRED THIRTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$37,532.35) annually to support the general operational costs of services for the first four years and \$158,933.28 for the final 5th year.
- b) Per the payment schedule outlined below, County shall pay NCOE a maximum of TWO MILLION, SEVEN HUNDRED TWENTY-NINE THOUSAND, SIXTY-TWO DOLLARS AND SIXTY-EIGHT CENTS (\$2,729,062.68), reflecting an increase of THREE HUNDRED NINE THOUSAND, SIXTY-TWO DOLLARS AND SIXTY-EIGHT CENTS (\$309,062.68) as compensation for the actual costs incurred for Mental Health Services to the students within Napa County during the Initial Term.
- c) Napa County will retain an annual 7% administrative rate per fiscal year to cover costs associated with the management of the MHSSA grant for a contract maximum of TWO HUNDRED TWENTY-FIVE THOUSAND, FOUR HUNDRED THIRTEEN DOLLARS AND THIRTY-TWO CENTS (\$225,413.32), reflecting an increase of ONE HUNDRED FORTY-FIVE THOUSAND, FOUR HUNDRED THIRTEEN DOLLARS AND THIRTY-TWO CENTS (\$145,413.32). Any portion of the funds retained and unexpended by Napa County may be provided to NCOE during subsequent fiscal years for the purpose of providing Mental Health Services as specified MHSSA grant.
- d) The below Payment Schedule is being added to reflect and clarify the changes to the funds that are being distributed pursuant to the MHSSA grant :
The total amount of payments made in any phase/year is not to exceed the amount stated in the chart below unless approved by County, NCOE and Commission.


Funds Distribution	Grant Funding	NCOE Funding	County Administrative Rate
Program Development	\$20,000		\$20,000.00
Year 1	\$690,895.00	\$642,532.35	\$48,362.65
Year 2	\$690,895.00	\$642,532.35	\$48,362.65
Year 3	\$690,895.00	\$642,532.35	\$48,362.65
Year 4	\$690,895.00	\$642,532.35	\$48,362.65
Year 5	\$170,896.00	\$158,933.28	\$11,962.72
Grant Total	\$2,954,476.00	2,729,062.68	\$225,413.32

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 220354B as of the first date written above.

NAPA COUNTY OFFICE OF EDUCATION

By 
Dr. BARBARA NEMKO, Superintendent of
Schools

By 
JOSHUA SCHULTZ, Deputy Superintendent of
Schools

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e- signature)</p> <p>Date: May 15, 2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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