

**NAPA COUNTY AGREEMENT NO. 200382B  
AMENDMENT NO. 2**

**THIS AMENDMENT NO. 2 TO AGREEMENT NO. 200382B** is effective as of this 1st day of July, 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and **SHARE THE CARE NAPA VALLEY**, a California nonprofit corporation, whose mailing address is 162 South Coombs Street, 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 May 1, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200382D, (hereinafter referred to as “Agreement”) for CONTRACTOR to provide tangible support services pursuant to Welfare and Institutions Code Section 156763(g) for Adult Protective Services Clients; and

**WHEREAS**, on July 1, 2022, the Parties amended the to increase the contract maximum payable to CONTRACTOR to reflect the addition of State-allocated Home Safe Funds; revise Specific Term and Condition 3.5 to extend the term of the agreement by one fiscal year; replace Exhibit A (“Scope of Work”) with Exhibit A-1 to add the definition for Home Safe Funds; and to replace Exhibit B (“Compensation”) with Exhibit B-1 to add a budget and include the addition of Home Safe Funds; and

**WHEREAS**, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to revise Specific Term and Condition 3.5 to extend the term of the agreement through June 30, 2024.

**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. Section 3—Specific Terms and Conditions Section 3.5 is modified as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date first written on page 1 and shall expire on **June 30, 2024**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the 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 the expiration date or early termination in relation to the obligations


prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. 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. 2 to Napa County Agreement No. 200382B as of the date first written above.

SHARE THE CARE NAPA VALLEY

By   
HEATHER LUNA, Executive Director

By   
BOB NATIONS, Board President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
BELIA RAMOS  
Chair, Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u></p> <p>Date: <u>May 22, 2023</u></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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