

FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 220022B

PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT NO. 220022B is made and entered into as of this 1st day of July, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Charles Johnson, doing business as CJ’s Police K-9’s, whose business address is 402 Indian Springs, Novato, CA 94947, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on July 1, 2021, COUNTY and CONTRACTOR executed Napa County Agreement No. 220022B, (the Agreement) for specialized services, as authorized by Government Code section 31000, in order to provide K-9 and K-9 handler related services; and

WHEREAS, the parties would like to amend the Agreement to extend the term and adjust the compensation.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner as set forth below.

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

“1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, 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). 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 two (2) 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.”

B. Paragraph 3 of the Agreement is amended to read in full as follows:

“3. Compensation.

(a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1,” attached hereto and incorporated by reference herein.”

C. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

CJ's Police K-9's

By 
CHARLES JOHNSON, K-9 Trainer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian</p> <p>Date: May 20, 2024</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>
---	--	--

EXHIBIT "B-1"

COMPENSATION

<u>SERVICES & SUPPLIES</u>	<u>RATES</u>
Training: Bi-Weekly Maintenance	\$1,300 per session
Training: Private K-9 & Handler	\$800 per session
Training: K-9 & SWAT (single day)	\$600 per session
Training: Weekly K-9 Program	\$800 per session
Training: Dual Purpose Narcotics Academy (new dogs)	\$4,500-\$6,500 per 5 week course
Training: Dual Purpose Explosives Academy (new dogs)	\$6,500 per 5 week course
K-9 Boarding	\$60 per night
K-9 Food	\$52-\$100 per bag
K-9 Misc. Supplies (bite suits, collars, leashes, etc.)	At Cost per item
K-9 Working Dog	\$8,500-\$15,000 per dog