

**NAPA COUNTY AGREEMENT NO. 200400B  
AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 200400B** is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between NAPA COUNTY, hereinafter referred to as "COUNTY," and THE FERGUSON GROUP, a limited liability corporation, whose business address is 1901 Pennsylvania Ave, NW, Suite 700, Washington, D.C. 2000, hereinafter referred to as "CONTRACTOR."

**RECITALS**

**WHEREAS**, on March 24, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200400C (hereinafter referred to as the "Agreement") for CONTRACTOR to provide grant writing and technical services to Napa County Housing and Homeless Services; and

**WHEREAS**, COUNTY needs further services to provide grant writing and technical services to Napa County Housing & Homeless Services.

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

**TERMS**

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

**Term of the Agreement.** The term of this Agreement shall commence on July 1, 2023 and shall expire on June 30, 2024, unless terminated earlier in accordance with Paragraph 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant 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 of 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 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 expirations 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.

2. Except as provided in Paragraph 1 above, the remaining terms and conditions of the Agreement shall remain in full force and effect.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 200400B as of the date first above written.

The Ferguson Group, LLC

By

  
W. ROGER GWIN, CEO

By

  
MARK A. LIMBAUGH, PRESIDENT

NAPA COUNTY, a political subdivision of the State of California

By

\_\_\_\_\_   
BELIA A. RAMOS, Chair  
of the Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: October 23, 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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