

**NAPA COUNTY AGREEMENT NO. 210359B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210359B 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 **NAPA VALLEY EDUCATION FOUNDATION**, a California nonprofit corporation, whose mailing address is 2425 Jefferson St., #103, 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 or about June 22, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210359B (hereinafter referred to as "Agreement") for CONTRACTOR in order to obtain Student Assistance Programs in American Canyon Schools, establishment of a Student Assistance Program Core Team, and collaborate with the American Canyon Home Visitation Prevention and Early Intervention (PEI) Project; and

WHEREAS, on or about October 18, 2022, the Parties amended the Agreement to increase the contract maximum on page 1 of the Agreement commencing in Fiscal Year 2022-2023 and each automatic renewal thereof, and replace Exhibit A with Exhibit A-1 (Scope of Work) and Exhibit B with Exhibit B-1 (Compensation and Financial Reporting); and

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to modify Specific Term and Condition 3.5 to extend the term of the Agreement through June 30, 2026.

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. Specific Terms and Conditions 3.5 is amended to read in full as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall expire on **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/ 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 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. 210359B as of the first date written above.

NAPA VALLEY EDUCATION FOUNDATION

By Holly Koford
HOLLY KOFORD, President of the Board

By Chuck McMinn
CHUCK MCMINN, Secretary of the Board

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair of the Board of

Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <i>Rachel L. Ross</i> (e-signature) Date: 4/10/2023	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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Signature: *Holly Koford*
Holly Koford (Apr 10, 2023 11:40 PDT)
Email: hkoford@comcast.net

Signature: *Chuck McMinn*
Chuck McMinn (Apr 10, 2023 12:02 PDT)
Email: chuck@vineyard29.com