

**AMENDMENT NO. 1 TO  
NAPA COUNTY AGREEMENT NO. 220297B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 220297B** is made and entered into as of this \_\_\_\_ day of November 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Conservation Corps North Bay, Inc., a California nonprofit corporation and Community Conservation Corps, whose mailing address is 11 Pimentel Court, Novato, CA 94949, , hereinafter referred to as "CONTRACTOR."

**RECITALS**

**WHEREAS**, on March 23, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220297C ("Agreement") to provide litter abatement and other waste-related services in the Zone One waste collection area of Napa County; and

**WHEREAS**, CONTRACTOR is fully qualified and trained to perform such specialized services by virtue of its experience and the training, education and expertise of its principals and employees, and is willing to accept responsibility for performing such specialized services in accordance with the terms and conditions set forth in this agreement; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the maximum compensation amounts payable to CONTRACTOR by \$135,000 from \$163,000 to \$298,000 and to extend the end date by 18 months from December 31, 2023 to June 30, 2025;

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement as follows:

**TERMS**

1. Paragraph 1(a) of the Agreement is amended in its entirety to read as follows:
  - (a) The term of this Agreement shall commence on the date first above written (March 23, 2022) 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, not to exceed

two additional years, under the terms and conditions then in effect, 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.

2. Paragraph 3(c) of the Agreement is amended in its entirety to read as follows:

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of forty-five thousand dollars (\$45,000) for the fiscal year ending on June 30, 2022; seventy-three thousand dollars (\$73,000) for the fiscal year ending on June 30, 2023; ninety thousand dollars (\$90,000) for the fiscal year ending on June 30, 2024; and ninety thousand dollars (\$90,000) for the fiscal year ending on June 30, 2025; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

4. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

**IN WITNESS WHEREOF**, this Amendment No. 1 to the Agreement is executed by Napa County, acting by and through the Board of Supervisors, and by CONTRACTOR through its duly authorized officer(s).

CONSERVATION CORPS NORTH BAY, INC.

By Angel Minor  
ANGEL MINOR, CEO

NAPA COUNTY, a political subdivision of  
the State of California

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

APPROVED AS TO FORM Office of County Counsel  By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel  Date: <u>October 3, 2023</u>	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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