

**NAPA COUNTY AGREEMENT NO. 220058B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 220058B 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 THE SALVATION ARMY, a California non-profit corporation, whose mailing address is 590 Franklin Street, Napa, California 94559, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on July 1, 2021, COUNTY and CONTRACTOR entered into Agreement No. 220058B to obtain services by CONTRACTOR to prepare and provide meals to inmates housed within Napa County Department of Corrections facilities in the event COUNTY facilities become unable to provide inmate meals (exp: public safety power outage, health-related pandemic staffing shortage, earthquake, etc.); and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to increase the contract maximum payable on page 2 of the Agreement, extend the term of the Agreement, and replace Exhibit B with Exhibit B-1 to modify compensation terms. __

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, hereby amend Agreement No. 1 as follows:

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 the date first above written and shall expire on June 30, 2027, 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.

2. 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.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraph (b), the maximum payments under this Agreement and each subsequent automatic renewal shall be a total of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** for professional services per fiscal year, of which **FIFTY THOUSAND DOLLARS (\$50,000)** is increased by virtue of this Amendment No. 1, 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. On and after the effective date of this Amendment No. 1 of the Agreement, all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1" attached to Amendment No. 1 and incorporated by this reference.


4. Except as provided above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

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

THE SALVATION ARMY, a California non-profit corporation

By 
JOHN BRACKENBURY, Divisional Commander
MICHAEL ZIELINSKI ASSISTANT TREASURER

ATTEST

By 
JAVIER CASTRO, Divisional Secretary for Business
TERRY HUGHES SECRETARY
"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: <u>Corey S. Utsurogi</u> County Counsel</p> <p>Date: <u>5/9/24</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "B-1"

COMPENSATION

In consideration of CONTRACTOR's fulfillment of the promised work in Exhibit A. COUNTY shall compensate CONTRACTOR for the provision of services as set forth in this Exhibit B-1. The following rates shall apply for the term of this Agreement:

For meals provided to inmates housed within the Department of Corrections facilities, CONTRACTOR shall be reimbursed for individual meals served at the rate of \$10.00 per meal.

Contract Maximum NOT TO EXCEED \$100,000 per fiscal year.