

**NAPA COUNTY AGREEMENT NO. 190067B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 190067B 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 ROBERT LOUGEE, whose mailing address is 3622 Harbrooke Road, Medford, Oregon, 97504, 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 August 1, 2018, COUNTY and CONTRACTOR entered into Napa County Agreement No 190067B (the “Agreement”), under which CONTRACTOR agreed to provide firearms training and quarterly qualifications and act as the range master, and assist with development of department policies related to use of force and field activities; and

WHEREAS, on July 1, 2020, the Parties amended the Agreement to extend the term of the Agreement, replace *Exhibit A* with *Exhibit “A-1”* and revise compensation; and

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR amended the term of the Agreement and revised *Exhibit B, Compensation and Expense Reimbursement*; and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the term another year; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 190067B as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on August 1, 2018 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 one (1) additional year, 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. This Amendment No. 3 represents all the changes to the Agreement agreed to by CONTRACTOR and COUNTY. 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 the Amendment No. 3 shall remain in full force and effect.

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IN WITNESS WHEREOF, this Amendment No. 3 to Agreement No. 190067B was executed by the parties hereto as of the date first above written.

ROB LOUGEE

By 
ROB LOUGEE

"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>Douglas Parker (via e-sign)</u> County Counsel</p> <p>Date: <i>May 23, 2024</i></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 "A-1"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

- Provide firearms training and quarterly qualifications to COUNTY Probation's armed officers and act as the Probation's range master.
- Provide training and mentor new firearms instructors and range masters employed by COUNTY and selected by Probation.
- Provide basic firearms familiarization to COUNTY as requested by Probation.
- Assist with the review and development of COUNTY's policies related to use of force and field activities.
- Assist with development of a Field Training Officer Program, including but not limited to policy creation, instructor training, quality assurance, and officer training as needed.
- Participate in passive field activity with sworn officers and observe performance and decision-making skills, provide feedback, and identify training needs and policy revision required.
- Assist with the development of COUNTY use of force training protocols for armed and unarmed staff including policy development, training curriculum, and training protocols for COUNTY trainers as approved by Probation.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

**July 1, 2022 through June 30, 2025
(and each subsequent automatic renewal thereof)**

Activity	Rate
Hourly Rate	\$115.00 / hour
Business Travel Time	\$55.00 / hour
Business Travel Expense i.e mileage, rental car, gas for rental car, parking, airfare	Actual Costs
Lodging	Maximum allowed by U.S. General Services Administration (GSA) rates set beginning of October 1 each year

Meals related to business travel expenses shall not be reimbursed by COUNTY.

Other business expenses not listed above may be reimbursed with authorization and approval by the Chief Probation Officer.