

FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 250235B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 250235B is made and entered into in Napa County, California on this 28th day of July, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and COAD – Napa Valley Community Organizations Active in Disaster, a non-profit public benefit corporation, whose mailing address is 3299 Claremont Way, Suite #2, Napa, Ca 94558, hereinafter referred to as “COAD.” Collectively, COUNTY and COAD may be referred to in this Amendment as “Parties.”

RECITALS

- A. On or about November 22, 2024, COUNTY and COAD entered into Agreement No. 250235C (“Agreement”) with COAD in order to support emergency response efforts focusing on vulnerable populations and areas outside the scope of county emergency response; and whereas, COAD develops and enhances partnerships for communication, coordination, and collaboration amongst the whole community including non-profit and faith-based organizations, local government, and the private sector during disasters; and whereas COUNTY wishes to coordinate the emergency response of COAD members agencies; and
- B. COUNTY has a continuing need for said services and COAD is willing to provide said continuing services; and
- C. The Parties wish to modify the provisions of the Agreement to extend the term and to update the Agreement number to 250235B.

AMENDMENT TO AGREEMENT

For good and valuable consideration, the sufficiency of which is acknowledged, COUNTY and COAD agree as follows:

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

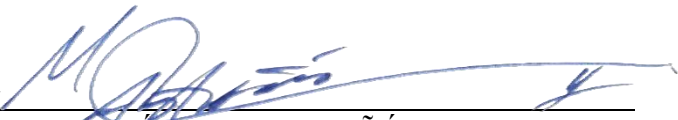
Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the 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 COAD 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 the fiscal year, under the terms and conditions then in effect, not to exceed two 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, 2027.

2. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

NAPA VALLEY COAD

By 
MIGUEL ÁNGEL CASTAÑÓN, Executive Director

By 
MARLENA GARCIA, Secretary

NAPA COUNTY, a political subdivision of
the State of California,

By _____
AMBER MANFREE, Chair of
the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>July 7, 2026</u> [Doc No 13112110]	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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