

**NAPA COUNTY AGREEMENT NO. 210362B**  
**AMENDMENT NO. 2**

**THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210362B** is effective as of the 1<sup>st</sup> day of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **UPVALLEY FAMILY CENTERS OF NAPA VALLEY, INC.**, a California nonprofit corporation, whose mailing address is 1440 Spring Street, St. Helena, CA 94574, 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. 210362B (hereinafter referred to as "Agreement") for CONTRACTOR in order to obtain culturally-based group mentoring on-site at St. Helena and Calistoga Elementary and Junior/Senior high schools and to also include Medi-Cal Administration Activities language for CONTRACTOR to report MAA outreach and application facilitation; 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; replace Exhibit A with Exhibit A-1 (Scope of Work); and replace Exhibit B with Exhibit B-1(Compensation and Financial Reporting Exhibits).

**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:**

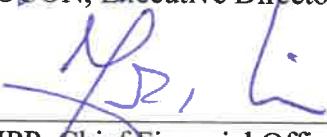
Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall expire on **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). 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. 210362B as of the first date written above.

UPVALLEY FAMILY CENTERS OF NAPA VALLEY, INC.

By   
JENNY OCON, Executive Director

By   
FRED HIPP, Chief Financial Officer

"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: 4/14/2022	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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