

**NAPA COUNTY AGREEMENT NO. 210360B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210360B is effective as of the 1st day of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **ON THE MOVE, INC.**, a California nonprofit corporation, whose mailing address is 780 Lincoln Ave., Napa, CA 94558, 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. 210360B (hereinafter referred to as "Agreement") for CONTRACTOR to obtain LGBTQ assessments, cultural competency trainings, advocacy, outreach, and evaluation for Napa County; 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. 210360B as of the first date written above.

ON THE MOVE, INC.

By Alissa d.j. Abdo
ALISSA ABDO, Executive Director

By John Way
JOHN WAY, Director of Finance and Operations

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
BELIA RAMOS, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e-signature)</p> <p>Date: April 24, 2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
--	--	--