

AMENDMENT NO. 1 OF
NAPA COUNTY AGREEMENT NO. ~~6646~~ 180316B
PROFESSIONAL SERVICES AGREEMENT

180316B

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. ~~6646~~ (the "Agreement") is made and entered into as of this 1st day of July 2018, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the TOWN OF YOUNTVILLE, a municipal corporation, hereinafter referred to as "TOWN."

RECITALS

WHEREAS, On July 1, 2012, COUNTY and TOWN entered into Napa County Agreement No. 6646 (hereafter referred to as "Agreement") for the provision by COUNTY to TOWN of fire protection services.

WHEREAS, the parties now desire to amend the Agreement to update the term of the Agreement and to adjust the compensation and expense reimbursement by replacing "EXHIBIT B" with "EXHIBIT B-1."

TERMS

NOW, THEREFORE, COUNTY and TOWN hereby amend the Agreement as follows:

I. Paragraph 1 "Term" is amended to read as follows:

Term of the Agreement. The term of this Agreement shall have commenced on July 1, 2012, and shall expire on June 30, 2019, 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 COUNTY to TOWN 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, unless either party gives the other party written notice of intention not to renew no less than one hundred and twenty (120) days prior to the expiration of the then current term. Such notice of nonrenewal may be given on behalf of COUNTY by the Napa County Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

II. Paragraph 3 "Compensation" is amended to read as follows:

Compensation. TOWN shall compensate COUNTY for the operations, maintenance, equipment replacement costs incurred by COUNTY when providing the services described in Exhibit A in the amounts set forth in Exhibit B-1, attached hereto and incorporated by reference herein.

III. Except as provided in Sections I and II, above, the terms and conditions of the Agreement and subsequent amendments, if any, shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

TOWN OF YOUNTVILLE

By 
STEVEN ROGERS, Town Manager

"TOWN"

NAPA COUNTY, a political subdivision of
the State of California

By 
BRAD WAGENKNECHT, Chair of the
Board of Supervisors

"COUNTY"



APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley (e-sign)</u> Deputy County Counsel Date: <u>03/26/2018</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: <u>5/8/2019</u> Processed By: <u></u> Deputy Clerk of the Board	ATTEST: <u>Jose Luis Valdez</u> Clerk of the Board of Supervisors By: <u></u>
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EXHIBIT B-1

COMPENSATION AND EXPENSE REIMBURSEMENT

A. Compensation for Operation and Maintenance

TOWN shall pay COUNTY the following annual fees to cover the cost to COUNTY of operations and maintenance required to provide the services required of COUNTY under this Agreement:

Fiscal Year	Amount for Operations and Maintenance	Engine Replacement
2018/2019	\$750,000	\$18,833
2019/2020	\$790,000	\$18,833

For fiscal year 2018/2019, the maximum payment for services will be \$750,000, except that such amount shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and an additional \$18,833 for engine replacement.

For fiscal year 2019/2020, the maximum payment will be \$790,000, except that such amount shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and an additional \$18,833 for engine replacement.

B. Engine Replacement Cost Participation Included in Annual Fee

It is agreed by the parties to this Agreement that for fiscal year 2018/2019 through fiscal year 2019/2020, TOWN will be paying one third of one-tenth of the estimated cost of the replacement of Engine 12 and that this amount is included in the annual fees set forth in Paragraph A, above.

C. Payments and Credits

TOWN shall pay the annual fees on a semi-annual basis, in arrears, upon presentation of invoices to TOWN by COUNTY. In preparing the invoice for the first semi-annual payment each fiscal year, COUNTY shall credit against the sum due the amount of structural fire tax collected or to be collected by COUNTY from within the TOWN limits during the then-current fiscal year, as determined by the Napa County Auditor and Napa County Treasurer-Tax Collector.