

Napa County Agreement No. 1841
Town of Yountville Agreement No. _____

**AMENDMENT NO. 2
TO AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF NAPA
AND
THE TOWN OF YOUNTVILLE**

This Amendment No. 2 to Napa County Agreement No. 1841 for law enforcement services (the "Amendment") is made and entered into as of the 1st day of July, 2014, by and between the County of Napa ("County"), a political subdivision of the State of California, and the Town of Yountville ("Town"), a municipal corporation.

Recitals

WHEREAS, the parties previously entered into an Agreement for Law Enforcement Services, initially dated July, 1997 and thereafter amended from time to time until a new agreement was reached between the parties dated July 2007 (the "Agreement"), pursuant to which the Town contracted with County for the provision of certain law enforcement services within the Town's municipal boundaries; and

WHEREAS, the parties thereafter entered into Amendment No.1 to Agreement No. 1841 to provide for a fixed cost for services and to amend the term of Agreement No. 1841; and

WHEREAS, the parties now desire to amend the Agreement to desire to amend the Agreement to provide a new fixed cost for services; and

WHEREAS, Section 38 of the Agreement provides that all changes to the Agreement must be by written amendment authorized by Town's Council and the County's Board of Supervisors.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements of the parties and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 2, entitled "Levels of Service" is hereby amended to read in full as follows:

"Commencing July 1, 2014, the levels of service shall be as set forth in Exhibit A-2, attached hereto and incorporated here by reference. The Sheriff shall confer with Town regarding assignment of personnel and scheduling of patrol hours to best meet the needs of Town. As a general matter, the parties agree that County shall provide a minimum of 160 hours per week of patrol service to Town as of July 1, 2014. However, the Sheriff

has and retains discretion to determine the level of support required to ensure an effective law enforcement response to any given situation. Town will be promptly notified in the event the Sheriff significantly increases the level of support pursuant to this provision.”

2. Section 13, entitled “Compensation for Services” is hereby amended to read in full as follows:

“The parties have agreed that the costs for performance of services during the term of the Agreement as amended herein (from July 1, 2014 through June 30, 2015) shall be as follows: for Fiscal Year 2014-2015: Eight Hundred Eighty Two Thousand Eight Hundred Seventy One Dollars (\$882,871); for Fiscal Year 2015-2016: Eight Hundred Ninety Eight Thousand Seven Hundred Fifty Seven Dollars (\$898,757); for Fiscal Year 2016-2017: Nine Hundred Fourteen Thousand Nine Hundred Sixty Two Dollars (\$914,962). "Fiscal Year" covers the period of July 1 through June 30. A further breakout of the amounts is provided in the Service Plan, which is attached hereto as Exhibit A-2 and incorporated here by reference.”

“The amounts set forth above include all allowable direct and indirect costs estimated to be incurred by County for the services set forth in the Service Plan. Specifically, each amount will include, but is not necessarily limited to: non-recurring personnel start-up costs (associated with hiring/training personnel to replace Sheriff's Department employees to be allocated to Town for performance of services hereunder); estimated salaries for employees expected to be performing services; all employee benefits to be paid by County at rates established by the County Board of Supervisors; the estimated cost of providing relief for all allowable absences (including, but not limited to, vacation, compensatory time off, sick leave, disability leave, bereavement leave, military leave and jury duty); and indirect expenses (i.e., internal overhead associated with functions such as administration, records, and crime analysis.

“Employees performing services under this Agreement will be entitled to all benefits, including paid holidays and other paid leave (such as vacation, compensatory time off, sick leave, disability leave, bereavement leave, military leave and jury duty) as allowed by County for all employees and/or as allowed by bargaining agreements governing the employee classifications performing services hereunder. All costs associated with such benefits are allowable under this Agreement.

3. Exhibit “A-2” attached hereto and incorporated herein by reference is hereby made a part of the Agreement and is incorporated therein by reference. Exhibit “A-2” is the Service Plan that sets forth the levels of service to be provided during the term of this Agreement as amended herein (July 1, 2014 through June 30, 2017).

4. During the term of the Agreement as amended herein (July 1, 2014 through June 30, 2017), all references to “Estimated Amount” in Agreement 1841 shall mean the fixed amounts set forth in Section 13 (Compensation for Services) as amended herein.

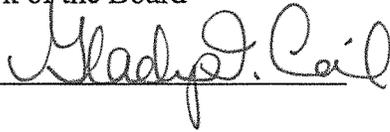
5. Except as expressly set forth herein, the Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument.

IN WITNESS WHEREOF, this Amendment was executed by the parties hereto as of the date first above written.

COUNTY OF NAPA

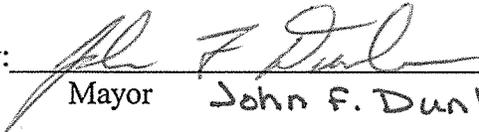
By: 
MARK LUCE,
Chair of the Board of Supervisors

ATTEST:
Gladys Coil,
Clerk of the Board

By: 

APPROVED AS TO FORM
Office of County Counsel
By: Silva Darbinian (e signature)
Date: February 28, 2014

TOWN OF YOUNTVILLE

By: 
Mayor John F. Dunbar

ATTEST: _____,
Yountville Town Clerk

By: 
Michelle Dahme, Town Clerk

APPROVED April 22 2014
BOARD OF SUPERVISORS
COUNTY OF NAPA
GLADYS I. COIL
CLERK OF THE BOARD
BY  Deputy

APPROVED AS TO FORM:
Arnold M. Alvarez Gasan Town Attorney

By: 

