

AMENDMENT NO. 2 TO AGREEMENT NO. C2020-277

Memorandum of Understanding Between and For the City of Napa and Police Management Unit

This Amendment No. 2 ("**Amendment**") to City Agreement No. C2020-277, entitled Memorandum of Understanding Between and For the City of Napa and Police Management Unit ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and the Police Management Unit ("**PMU**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. The City of Napa ("City") and the Police Management Unit ("PMU") are parties to a Memorandum of Understanding ("MOU") (Agreement No. C2020-277) with a term of January 1, 2021 and June 30, 2022.

B. Section 2 of the MOU establishes the term of the MOU.

C. On March 18, 2022, the City and PMU agreed to extend the term end date of the MOU from June 30, 2022 to December 31, 2022.

NOW, THEREFORE, the City and PMU, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.


2. AMENDMENT TO SECTION 2. MOU Section 2 is hereby amended to extend the term end date from June 30, 2022 to December 31, 2022 to provide: "The term of this MOU shall be from January 1, 2021 through December 31, 2022."

3. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Amended Section. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

4. SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of NPOA and City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

By: 
Steve Potter, City Manager

PMU:

By: 
Gary Pitkin, Police Captain

ATTEST: 
Tiffany Carranza, City Clerk

By: _____

Date: 8/29/2022
("Effective Date")

COUNTERSIGNED:


Joy Riesenber, City Auditor

APPROVED AS TO FORM:


Michael W. Barrett, City Attorney