

AMENDMENT NO. 1 TO LICENSE AGREEMENT NO. C2505-831
City Shooting Range

City Budget Code: 10021306-44420

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2505-831 entitled *City Shooting Range* ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and the Department of California Highway Patrol ("**Licensee**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. City and Licensee entered into the Agreement, effective March 17, 2025, for an amount not to exceed \$24,000 annually, pursuant to which the City granted the Licensee a non-inclusive, revocable license ("License") to use the City Shooting Range, located at 2295 Monticello Road, in Napa, California, for firearms training and qualification for employees of the Licensee., subject to all the terms and conditions included in the Agreement.

B. City and Licensee now desire to extend the term of this Agreement as detailed below.

NOW, THEREFORE, the City and the Licensee, 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. TERM OF AGREEMENT. The term of this Agreement shall commence on December 1, 2024, and conclude on June 30, 2026, unless earlier terminated pursuant to the terms hereof or extended by written agreement.

3. LICENSE FEE. Licensee shall pay City a License fee of Two Thousand Dollars (\$2,000) per month to be invoiced semi-annually in arrears in the amount not to exceed Twenty-eight Thousand Dollars (\$28,000).

4. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. 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.

5. SIGNATURES; ELECTRONIC 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 Licensee and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

ATTACHMENT 3

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: _____
Fabio Rodrigue, Police Chief

LICENSEE:
Department of California Highway Patrol

By: _____
C.I. Romero, Procurement Manager

ATTEST:

Tiffany Carranza, City Clerk

Date: December 1, 2025
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney