AMENDMENT NO. 3 NAPA COUNTY AGREEMENT NO. 200066B

PROFESSIONAL SERVICES AGREEMENT

| THIS AMENDMENT NO. 3 | OF NAP | A COUNTY AGREEMENT NO 200066B is |
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| made and entered into as of this | day of | , 2022 by and between NAPA COUNTY, |
| a political subdivision of the State of | California, | hereinafter referred to as "COUNTY", and CSG |
| Consultants, Inc., a California Corporation, whose mailing address is 550 Pilgrim Drive, Foster | | |
| City, CA 94404, hereinafter referred to | to as "CON | TRACTOR". |

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200066B (previously referred to as Napa County Agreement No. 200066C) (the "Agreement") on July 10, 2019, to obtain building plan review, field inspection and fire prevention services; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to extend the term.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

- 1. Paragraph 1 is hereby amended to read in full as follows:
 - 1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire June 30, 2023 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 CONTRACTOR to COUNTY 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, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

[Rest of Page Intentionally Left Blank]

2. Except as provided in paragraphs 1 above, the terms and provisions of the Agreement shall remain in full force and effect.

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

| CSG Consultants, Inc. | | |
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| By: Ruel Anohie | | |
| Brad Donohue, Treasurer | | |
| By: NN 5 | | |
| Nourdin Khayata, Secretary | | |
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| | | |
| "CONTRACTOR" | | |
| NAPA COUNTY, a political subdivision of the State of California | | |
| By | | |
| Ryan Gregory, Chair | | |
| Board of Supervisors | | |
| "COUNTY" | | |