

**AMENDMENT NO. 1  
NAPA COUNTY AGREEMENT NO. 200181B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO 200181B** is 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 LUHDORFF & SCALMANINI CONSULTING ENGINEERS, a California Corporation, whose mailing address is 500 First Street, Woodland, CA 95695, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200181B (the "Agreement") on November, 12, 2019, to obtain specialized services, as authorized by Government Code section 31000, in order to provide technical peer review services in support of Napa County's evaluation of proposed winery and vineyard projects; 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 year, 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.

LUHDORFF & SCALMANINI CONSULTING  
ENGINEERS

By: *Vicki Kretsinger Grabert*  
VICKI KRETSINGER GRABERT, President

By: *Till Angermann*  
TILL ANGERMANN, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
RYAN GREGORY, Chair  
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel  By: <u><i>Laura J. Anderson</i></u> Deputy County Counsel  Date: April 4, 2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By: _____  Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
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