

**AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 200199B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 200199B (previously referred to as Napa County Agreement No. 200199C) 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 Land Logistics, Inc., an S-Corporation, whose mailing address is 216 F Street #38, Davis, CA 95616, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200199C (the "Agreement") on November 25, 2019, to obtain specialized services, as authorized by Government Code section 31000, in order to conduct annual SMARA (Surface Mining and Reclamation Act) lead agency inspections required under Public Resources Code Section 2774 for the Syar Napa Quarry Facility (Mine ID #91-28-0004) and associated Surface Mining Permit (#P08-00337-SMP) (the Project); and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the maximum compensation payable to CONTRACTOR for services provided during Fiscal Year 2022/2023 and future fiscal years; and

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

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.

2. Paragraph 2 is hereby amended to read as full in follows:

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" attached to Agreement No. 200199C and Exhibit "A-1", attached hereto, incorporated by reference herein.

3. Paragraph 3(c) is hereby amended to read as full in follows:

3. **Compensation.**

- (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of Sixty Seven Thousand One Hundred Seventy Nine Dollars (\$67,179) for professional services; provided, however, that such amounts shall not be constructed as guaranteed sums, and compensation shall be based upon services actually rendered

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4. Except as otherwise provided herein, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement was executed by the parties hereto as of the date first above written.

LAND LOGISTICS, INC.

By: 
Brian Millar, President and 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>Laura J. Anderson (e-sign)</u> Deputy County Counsel Date: April 14, 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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