

**NAPA COUNTY AGREEMENT NO. 190353B
AMENDMENT NO. 2**

COMMON AREA MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY NO. 190353B is made and entered into as of this ____ day of _____, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and KNM PROPERTIES, INC., a California Corporation, whose mailing address is 1792 2nd Street, Napa, CA 94559, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY owns the property at 650 Imperial Way, Napa, CA and is required by deed restriction to participate in a Common Area Maintenance Program for the Soscol Center Business Park (SCBP); and

WHEREAS, by Napa County Agreement No. 190353D entered into on April 1, 2019 ("Agreement"), CONTRACTOR agreed to provide property management services, as authorized by Government Code section 31000, to fulfill COUNTY's obligations under the deed restriction; and

WHEREAS, on March 22, 2022, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to extend the term through June 30, 2022 with a provision for an automatic renewal for an additional two years through June 30, 2024; and

WHEREAS, the term of the Agreement, including all extensions, expires on June 30, 2024; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the agreement to extend the term through June 30, 2027 with a provision for an automatic renewal for an additional two years through June 30, 2029 and update the mailing address.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

1. Paragraph 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on April 1, 2019, and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); 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 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.

2. Paragraph 13 of the Agreement is amended to read in full as follows:

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Napa County Public Works
1195 3rd Street, Suite 101
Napa, CA 94558

CONTRACTOR

KNM Properties, Inc.
1792 2nd Street
Napa, CA 94559

3. **Counterparts.** This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.
4. **Electronic Signatures.** This Amendment No. 2 may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 2 and shall have the same force and effect as a manually executed original.
5. Except as provided in 1 through 4 above, the terms and provisions of the Agreement shall remain in full force and effect.

[Remainder of page left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, this Amendment No. 2 was executed by the parties hereto as of the date first above written.

KNM PROPERTIES, INC.

DocuSigned by:
Kim Nicol
By _____
B4C762D2E609474...
KIM NICOL, President

DocuSigned by:
[Signature]
By _____
B4C762D2E609474...
MARK NICOL, Treasurer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>December 21, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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