

**AMENDMENT NO. 3
OF
NAPA COUNTY AGREEMENT NO. 180153B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 180153B 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 NAPA VALLEY PETROLEUM, Inc., a California Corporation, whose mailing address is 257 S. Kelly Road, American Canyon, California 94503, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, by Napa County Agreement No. 180153B entered into as of October 12, 2017 (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide specialized services for Unleaded and Diesel Fuel Services; and

WHEREAS, on March 12, 2019 (COUNTY and CONTRACTOR entered into Amendment No. 1 increasing the contract maximum by \$50,000 per fiscal year to cover additional costs for receiving Unleaded and Diesel Fuel Services; and

WHEREAS, on March 24, 2020, COUNTY and CONTRACTOR entered into Amendment No. 2 increasing the contract maximum by \$50,000 per fiscal year to cover additional costs for receiving Unleaded and Diesel Fuel Services; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to extend the term date of the Agreement to align with the County’s fiscal year, and to increase the contract maximum by \$150,000 per fiscal year to cover additional costs for receiving Unleaded and Diesel Fuel Services that were incurred due to general gas price fluctuations and to operate generators during the Public Safety Power Shutoffs;

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Paragraph 1, “**Tern of the Agreement**” is hereby amended to read in full as follows:

1. **Term of this Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2023, 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 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.

2. Paragraph 3, "**Compensation**" is hereby amended to read in full as follows:

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B" attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of THREE-HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$325,000) per year for Fiscal Year 2017-18; THREE-HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$375,000) per year for Fiscal Year 2018-19, FOUR-HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$425,000) per year for Fiscal Years 2019-20 and 2020-21, and FIVE-HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS (\$575,000) for subsequent Fiscal Years; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

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

///
///
///

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Amendment No. 3 was executed by the parties hereto as of the date first above written.

NAPA VALLEY PETROLEUM, INC.

By: 
TIM CARDOZA, President

By: 
TIFFANI VIZZA, Treasurer

“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>John L. Myers (e-sign)</u> Deputy County Counsel Date: <u>February 28, 2022</u>	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: _____
---	--	--