

**AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 190093B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 190093B is made and entered into in Napa County, California, this ____ day of _____, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and LAK Associates, LLC; whose address is PO Box 7043, Corte Madera, CA 99476, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190093B (the “Agreement”) on August 15, 2018, to provide professional planning services required for processing Use Permit project applications as required by the County of Napa Planning Department; and

WHEREAS, COUNTY and CONTRACTOR executed Amendment No. 1 to the Agreement on March 25, 2021, for the purposes of extending the Term; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to further 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 July 1, 2025, and shall expire June 30, 2026, 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 of omission 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. Except as provided in paragraph 1 above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

LAK ASSOICATES, LLC

By _____
Sean Kennings, Partner

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of
Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Laura J. Anderson (e-sign)</u> _____ Deputy County Counsel Date: <u>October 7, 2025</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: _____
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