

**AMENDMENT NO. 2 TO  
NAPA COUNTY AGREEMENT NO. 200288  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 2 of NAPA COUNTY AGREEMENT NO. 200288** is made and entered into as of this September 12<sup>th</sup>, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Shah Kawasaki Architects, a California corporation, whose mailing address is 570, 10<sup>th</sup> Street, Oakland, California 94607, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, COUNTY entered into Napa County Agreement No. 200288, also referred to as Napa County Agreement No. 200288B, with CONTRACTOR on March 24<sup>th</sup>, 2020, (the “Agreement”) to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Carneros Fire Station hereinafter referred to as “Project;” and

**WHEREAS**, the parties now desire to extend the term of the Agreement to provide engineering design and support services for the Projects.

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

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

**Term of the Agreement.** The term of this Agreement shall commence on March 24, 2020, and shall expire on July 1, 2024, 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).

2. Except as provided in Paragraph 1, all other provisions of the Agreement shall remain in full force and effect as previously approved.

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Amendment No. 2 to Napa County Agreement No. 200288 as of the date first above written.

SHAH KAWASAKI ARCHITECTS

By Alan Kawasaki  
ALAN KAWASAKI, President

By Philip Luo  
PHILIP LUO, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
BELIA RAMOS, Chair  
Board of Supervisors

“COUNTY”

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| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: <u>Shana A. Bagley</u><br>Deputy County Counsel<br><br>Date: <u>August 25, 2023</u> | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By: _____<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ |
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