

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING AND GEOLOGIC REVIEW OF VESCO PROJECTS**

This First Amendment ("Amendment") to Professional Services Agreement for Engineering and Geologic Review of VESCO Projects, dated as of July 1, 2020, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and LACO Associates, a California corporation, hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Professional Services Agreement, dated June 12, 2012, to review the engineering and geologic components of vineyard and orchard site development plans as well as agricultural grading and drainage improvement plans submitted to the Sonoma County Department of Agriculture/Weights and Measures (AWM) and verify that such plans are reports comply with Chapter 36 of the Sonoma County Code and the Best Management Practices; and

WHEREAS, County and Consultant entered into a subsequent Professional Services Agreement dated as of July 1, 2017 for these same identified services, which terms ends on June 30, 2020; and

WHEREAS, County and Consultant desire to amend the June 2012 Agreement, and the subsequent July 2017 Agreement, to provide eighteen months of additional services by Consultant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 3 – Term of Agreement shall be extended to December 31, 2021.
2. Paragraph 1.1 of Exhibit B – Budget shall be amended to a not to exceed amount of \$100,000 per year.
3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.
4. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONSULTANT: **LACO ASSOCIATES**

COUNTY: **COUNTY OF SONOMA**

By: _____
Kevin Doble

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

Date: _____

By: _____
Andrew F. Smith
Agricultural Commissioner
Sealer of Weights and Measures

Date: _____

APPROVED TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Andrew F. Smith
Agricultural Commissioner
Sealer of Weights and Measures

Date: _____