

AMENDMENT NO. 1 TO AGREEMENT NO. C2023-607 Trucking Services

City Budget Code: Various

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2023-607, entitled Trucking Services ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Toby's Trucking, Inc., a California corporation ("**Consultant**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. City and V. Dolan Trucking, Inc., a California corporation entered into the Agreement, effective June 20, 2023, for an amount not to exceed \$1,000,000 pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including trucking services. City, V. Dolan Trucking, Inc., and Toby's Trucking, Inc., entered into Assignment of Agreement No. C2023-607, effective March 3, 2024, to assign Agreement No. C2023-607 from V. Dolan Trucking, Inc. ("**Assignor**"), to Toby's Trucking, Inc. ("**Assignor**").

B. City and Consultant desire to increase the total not to exceed amount of the agreement, to continue Services through the duration of the term.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. PAYMENT. City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$1,000,000. The cumulative total compensation payable to the Consultant will not exceed \$2,000,000 without prior written authorization from the City (based on \$1,000,000 for the original Agreement and any prior amendments thereto, plus \$1,000,000 for this Amendment).

3. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

4. SIGNATURES; ELECTRONIC SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Consultant and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

ATTACHMENT 1

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONSULTANT:
Toby's Trucking, Inc., a California corporation

By: _____
Julie B. Lucido, Public Works Director

By: _____
Toby Giacomini, Chief Executive Officer

By: _____
Kevin Noonan, Chief Executive Officer and
Secretary

Date: _____
("Effective Date")

COUNTERSIGNED:

APPROVED AS TO FORM:
