

**AMENDMENT No. 1
OF NAPA COUNTY AGREEMENT NO. 230188B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230188B is effective as of the 1st of December, 2022 (the “Effective Date”), by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and NEWS, a not for profit 501(c)(3) corporation, whose mailing address is 1141 Pear Tree Lane, Suite 220, Napa, CA 94558, hereinafter referred to as “CONTRACTOR;” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, by Napa County Agreement No. 230188B entered into as of July 1st, 2022 (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide for staffing needs of the Monarch Justice Center in Napa County; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the contract maximum by \$7,350 to a total of \$67,350.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. 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. Expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit “B.”
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of SIXTY SEVEN THOUSAND THREE HUNDRED & FIFTY DOLLARS (\$67,350.00) for professional services and for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

2. Except as provided in Sections 1 of this Amendment No. 1, the terms and provisions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

NEWS

By Tracy Lamb
Tracy Lamb (Jan 25, 2023 12:05 PST)
TRACY LAMB, Executive Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
BELIA RAMOS, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u> County Counsel</p> <p>Date: <u>1/19/23</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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