

AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 230068B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 230068B is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MOORE IACOFANO GOLTSMAN, INCORPORATED, a California corporation, whose business address is 800 Hearst Avenue, Berkeley, CA 94710 hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230068B (the "Agreement") on July 1, 2022, for the purposes of assisting the COUNTY with the maintenance, operation, update and support of the online web center for the Napa County Watershed Information & Conservation Council (WICC) including maintaining groundwater and water resources web services; and

WHEREAS, COUNTY AND CONTRACTOR now wish to extend the term of the Agreement and allow for annual automatic renewal, unless either party gives the other written notice of intention not to renew no less than thirty (30) days prior to the expiration of the current term, with each term ending on June 30 of each year, amend the scope of services, and decrease the maximum annual compensation.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend Agreement No. 230068B as follows:

1. Paragraph 1, of the Agreement as to term of the agreement is hereby amended in full to read as follows:
 1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30 of each year, unless terminated earlier in accordance with the original contract (Napa County Agreement NO. 230068B) 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). 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, 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. Paragraph 2, Scope of Services is hereby amended in full to read as follows:
 2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-1", attached hereto, and incorporated by reference herein.

EXHIBIT "A-1"

SCOPE OF SERVICES

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

TASK 1: Software as a Service (SaaS) Platform - \$9,250

MIG's SaaS platform is built upon the Amazon Web Services (AWS) cloud infrastructure and has been designed to ensure high performance and availability (99.9% uptime). When performing any maintenance with the potential of causing a service interruption, MIG schedules this activity to occur during our nighttime maintenance window, between 10:00 pm and 2:00 am Pacific Time.

MIG makes every effort to perform such maintenance without disrupting services, including integrating redundancy features throughout our SaaS web platform, nevertheless, depending on the type of work being performed, interruptions in service may occur during this nighttime maintenance window.

From time to time, MIG may also need to perform maintenance outside of our standard nightly maintenance window. For any potentially disruptive maintenance actions outside of the standard nighttime maintenance window, MIG will provide Napa County with a 24-hour notice before performing any activity. This notification will be emailed to the Project Manager or Napa County's primary contact. Please note that disruptive maintenance is exceptionally rare.

MIG technical staff are alerted automatically whenever key SaaS platform performance measures (e.g., downtime or response time) drop below preset thresholds. These paging instances are tracked and responded to ASAP. In addition, MIG provides our SaaS clients with access to a performance dashboard, enabling real-time insight into your website's SaaS performance.

The MIG technical support team provides phone and email technical support, Monday through Friday, 8:30 am to 5:30 pm (Pacific Time). Support inquiries or requests should be emailed to our help desk ticket system at websupport@migcom.com. Support requests are responded to no later than the next business day.

Deliverables

- Provide hosting for the website on an annual basis
- Monitor website performance, uptime, user traffic, and security
- Perform security & platform maintenance on the website as needed
- Annual renewal of the domain name

TASK 2: Website Updates, Enhancements, or Staff Support - \$5,000

At the discretion of Napa County staff, the MIG team will customize and enhance the website or provide additional web services on a time and materials basis with a not-to-exceed annual amount of \$5,000.

Deliverables

- Provide a single point of contact for all requests and operations
- Enhance or modify the website as needed
- Train or support Napa County staff as needed

SCHEDULE

The above tasks will be completed according to the proposed schedule below:

Task 1: Software as a Service (Saas) Platform

Ongoing

Task 2: As Needed Web Design, Development, and Technology Services

MIG will provide a schedule when services are requested by Napa County Staff.

BUDGET TOTAL

The proposed budget for **Tasks 1 through 2 shall be no more than \$14,250 per fiscal year.** The allocation of funds within this budget amount may be adjusted by task in accordance with work actually performed in consultation with the COUNTY. CONTRACTOR will not exceed this budget amount unless specifically authorized to do so.

II. **COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B-1"

CONTRACTOR COMPENSATION RATE SHEET

2025-in perpetuity until either party submits written notice of intention as noted under Term of the Agreement.

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| Principal, Director of Technology Services..... | \$225/hr |
| Production Manager | \$150/hr |
| Technical Project Manager | \$180/hr |
| Front End Developer | \$165/hr |
| Director of Web Engineering..... | \$205/hr |
| Sr. Software Architect | \$220/hr |
| Project Associate..... | \$115/hr |
| Art Director | \$205/hr |
| Designer..... | \$120/hr |