

**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 1<sup>st</sup> 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 1<sup>st</sup>, 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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