

**NAPA COUNTY AGREEMENT NO. 230035B
AMENDMENT NO. 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 230035B is made and entered into as of this 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and AMS.NET, Inc., a Delaware corporation, whose business address is 502 Commerce Way, Livermore, CA 94551, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS COUNTY and CONTRACTOR engaged in Napa County Agreement No. 230035B on July 1, 2022, to obtain specialized services, as authorized by Government Code section 31000, to provide professional technical support; and

WHEREAS COUNTY and CONTRACTOR now desire to extend the Agreement’s term by three (3) years and to increase the maximum compensation by \$20,000 from \$50,000 to \$70,000;

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 1 Term of the Agreement is amended in full to read as follows:
 1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2022 and shall expire on June 30, 2028 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties are 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).
2. Subsections (a) and (c) of Paragraph 3 Compensation are amended to read as follows:
3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1”, attached hereto and incorporated by reference herein.

(c) Maximum Amount. Notwithstanding subparagraph (a), the maximum payments under this Agreement shall be a total of SEVENTY THOUSAND dollars (\$70,000) for professional services; 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.

3. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

AMS.NET, Inc.

By DocuSigned by:
Robert Tocci
CE3CCF629E7B436
ROBERT TOCCI, Vice President

By Signed by:
Diana Monaghan
3232E6663BAC45D...
DIANA MONAGHAN, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 15, 2025</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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EXHIBIT “B-1”

COMPENSATION

Item Description	Total
Professional Services - Support Hours	Not to
\$250/hr. Standard Rate	exceed
\$375/hr. After Hours/Weekend Rate	\$70,000.00
TOTAL NOT TO EXCEED:	\$70,000.00