

**NAPA COUNTY AGREEMENT NO. 170612B
AMENDMENT NO. 6**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 6 TO NAPA COUNTY AGREEMENT NO. 170612B (formerly Agreement No. 7658) is made and entered into as of this 4th day of June, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and NAPA PUBLIC ACCESS CABLE TELEVISION, INC. (NPACT), a California nonprofit corporation, whose mailing address is P.O. Box 4347, Napa, California, 94558, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY and CONTRACTOR engaged in Napa County Agreement No. 7658 (reassigned as 170612B) on August 16, 2011 (“Agreement”) to obtain live cablecasting of all public meetings of the Napa County Board of Supervisors and Napa County Planning Commission; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 24, 2014 to provide temporary equipment to the Board of Supervisors chambers, relocated to COUNTY’s South Campus after the South Napa Earthquake; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on June 20, 2017 to revise Compensation for additional production assistance and wireless cue timer rental during Syar Appeal and Walt Ranch Appeal hearings; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 7, 2018 to revise Compensation to replace timer equipment in the Board of Supervisors chambers; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on June 18, 2019 to revise Compensation to reimburse NPACT for April 2, 2019 meeting costs in the Board of Supervisors chambers, as well as other related equipment and needed services; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 28, 2020 to revise Compensation to reflect the amount described in Exhibit “B-5” to reimburse NPACT for post production assistance labor and services related to March 26, 2020 Board meeting, and include additional funds for ongoing efforts to improve the streaming of public meetings; and

WHEREAS, COUNTY and CONTRACTOR wish to further revise Compensation to reflect the amount described in Exhibit “B-6” to reimburse NPACT for additional meeting costs in the Board of Supervisors chambers, as well as other related equipment and needed services for Fiscal Years 2023-2024; and

WHEREAS, COUNTY and CONTRACTOR wish to additionally revise Compensation to reflect the amount described in Exhibit “B-6” to reimburse NPACT for additional meeting

costs in the Board of Supervisors chambers, as well as other related equipment and needed services for Fiscal Years 2024-2025;

TERMS

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

1. Paragraph 3 Compensation is amended to read in full 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-6”, attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of NINETY-FOUR THOUSAND FOUR HUNDRED TWENTY dollars (\$94,420.00) in Fiscal Year 2023-2024 for professional services; and, notwithstanding subparagraphs (a) and (b), the maximum payments under the Agreement shall be a total of ONE HUNDRED THOUSAND dollars (\$100,000.00) in Fiscal Year 2024-2025 for professional services.

2. Exhibit “B”, Exhibit “B-1”, Exhibit “B-2”, Exhibit “B-3”, Exhibit “B-4”, and Exhibit “B-5” are collectively replaced in their entirety by Exhibit “B-6” attached hereto and incorporated by reference herein, and all references to Exhibit “B”, Exhibit “B-1”, Exhibit “B-2”, Exhibit “B-3”, Exhibit “B-4”, or Exhibit “B-5” shall be construed as referring to Exhibit “B-6” as of the effective date of this Agreement.

3. Except as provided above, the 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.

NAPA PUBLIC ACCESS CABLE TELEVISION, INC.

DocuSigned by:
By Edward Nba
EDWARD NOA, Chair of the Board of Directors

DocuSigned by:
By James Raymond
JAMES RAYMOND, Executive Director

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 21, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT “B-6”
COMPENSATION**

Term Effective through June 30, 2024:

<u>Professional Services Provided</u>	<u>Compensation</u>
<ul style="list-style-type: none"> • FY 23-24 calculated contribution 	\$74,419.11
<ul style="list-style-type: none"> • Other services and equipment rental/purchase as explicitly approved by the Chief Information Officer 	Priced per hour depending on service, for a maximum not to exceed \$20,000
Contract Maximum Not to Exceed	\$ 94,420.00

Term Effective July 1, 2024:

<u>Professional Services Provided</u>	<u>Compensation</u>
<ul style="list-style-type: none"> • FY 24 -25 calculated contribution 	\$80,000.00
<ul style="list-style-type: none"> • Other services and equipment rental/purchase as explicitly approved by the Chief Information Officer 	Priced per hour depending on service, for a maximum not to exceed \$20,000
Contract Maximum Not to Exceed	\$ 100,000.00