

**AMENDMENT NO. 1 OF
NAPA COUNTY AGREEMENT NO. 220095B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 220095B (the “Amendment”) is made and entered into effective as of the 21st of May, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, acting by and through VISIT NAPA VALLEY, INC a non-profit, whose mailing [or business] address is 1001 Second Street, Suite 330, Napa, CA 94559, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220095B, also known as Napa County Agreement NO. 220095B, (the “Agreement”) on July 1, 2021; and

WHEREAS, COUNTY desires to increase contributions to CONTRACTOR.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 1 of the Agreement is amended as follows:

1. Term of the Agreement.

The term of this Agreement shall commence on the date first above written and shall expire on the 21st of May, 2029, 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 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 the 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. Paragraph 3 of the Agreement is amended as follows:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR an annual amount as determined by the process set forth in Exhibit "B," 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 annual payments per fiscal year under this Agreement shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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. Exhibit "A" of the Agreement is rescinded and replaced by Exhibit "A-1" attached hereto and incorporated by reference herein, and all references to Exhibit "A" shall mean Exhibit "A-1."
4. Exhibit "B" of the Agreement is rescinded and replaced by Exhibit "B-1" attached hereto and incorporated by reference herein, and all references to Exhibit "B" shall mean Exhibit "B-1."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 of Napa County Agreement No. 220095B on the date first above written.

VISIT NAPA VALLEY, INC.

By: 
LINSEY GALLAGHER, President and CEO

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By: _____
JOELLE GALLAGHER, Chair of the
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Sheryl Bratton</u> County Counsel Date: May 9, 2024	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “A-1”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Services to be provided are limited to paid advertising to promote consumer awareness of the Napa Valley with entities like Wall Street Journal, AFAR, Facebook, Instagram, and Google Display Network.

The paid media will reinforce the Napa Valley brand to drive awareness and interest in the Napa Valley among highly affluent travelers, inspiring visitation by driving prospects to the website.

Visit Napa Valley will subcontract with advertising agencies that charge commission. VNV provides additional staff and agency account services at no cost to Napa County including strategic planning, management, creative production, reporting, and billing.

In Partnership with Napa County, the County seal shall be used on all marketing materials related to this revenue source. Exceptions may be approved by the County Executive Officer or their designee. All such marketing materials shall be consistent with the Napa Valley Tourism Improvement District’s Annual Work Plan.

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”

COMPENSATION AND EXPENSE REIMBURSEMENT

The total annual amount under this Agreement shall not exceed \$500,000 per fiscal year, as recommended by the Local Governance Committee of the Unincorporated Napa Valley Tourism District for the use of Unincorporated Tourism Improvement District Funds.

COUNTY may only disburse to Visit Napa Valley funds actually collected and disbursements are subject to receipt of an invoice detailing actual expenditures in accordance with Paragraph 4 of the Agreement.