

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 190210B**

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 190210B is made and entered into as of this 1st day of July, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Wine Down Media, LLC a California corporation, whose principal place of business is 1124 Foster Road, napa, CA 94558, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to hereinafter individually as “Party” and together as “Parties.”

RECITALS

WHEREAS, by Napa County Agreement No. **190210C** entered into as of June 11, 2019 (hereafter referred to as “Agreement”), CONTRACTOR agreed to create the Napa County Rapid Alert Radio Efforts (“RARE”) program to provide Napa County residents with consistent and effective communication through multiple inclusive channels; and

WHEREAS, the parties now desire to amend the Agreement to extend the term of the Agreement, and increase the scope of services and compensation.

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date provided in the original Agreement and shall expire on June 30, 2022, 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 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). For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30. 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, not to exceed two (2) additional years, 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. **Scope of Services.** CONTRACTOR shall also provide COUNTY those services set forth in Exhibit “A-2,” attached hereto.
3. **Compensation**

- a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall also pay CONTRACTOR at the rates set forth in Exhibit "B-2," 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 Forty Three Thousand Dollars (\$43,000) per fiscal year and zero dollars (\$0.00) for expenses per fiscal year; 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.
4. All other terms and provisions of the 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.

WINE DOWN MEDIA, LLC

By _____
JULISSA MARCENCIA, Chief Visionary Officer

By _____
WILFRED MARCENCIA, Chief Executor

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair of the
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u> Deputy County Counsel</p> <p>Date: <u>9/8/21</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ 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 "A-2"
SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following additional services:

I. DESCRIPTION OF SERVICES

- A. Provide six live remote broadcasts in Spanish/English KVON/KVYN for either Public Health, Mental Health, Child Welfare Services and Alcohol and Drug Services**
- B. Provide on-air bilingual English/Spanish outreach messages**
 - **Seasonal Flu Clinics (Oct-Dec)**
 - **COVID vaccinations**
 - **Mental Health, Child Welfare Services, Alcohol & Drug Services**
- C. Hold weekly 1 hour show with Public Health or Environmental Health staff in English and Spanish with podcast recordings and website placement**
- D. Website and social media convergence**

- II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code Section 7550, each document or report prepared by for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amount 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-2”
COMPENSATION AND EXPENSE REIMBURSEMENT

Communications for Public Health, Mental Health, Child Welfare Services and Alcohol and Drug Services referenced in **Exhibit “A-2,”** consisting of radio shows, bilingual Spanish/English on-air outreach messaging, and weekly interviews with podcast and website placement has a set rate as listed below:

Year 1: \$25,000
Year 2: \$25,000
Year 3: \$25,000