

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 250095B**

GRANT AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250095B is made and entered into as of this ____ day of _____, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and **UPVALLEY FAMILY CENTERS OF NAPA COUNTY**, a California nonprofit corporation whose business address is 1440 Spring Street, St. Helena, CA 94574, hereinafter referred to as “GRANTEE.”

RECITALS

- A. On August 6, 2024, COUNTY and GRANTEE entered into Napa County Agreement No. 250095B (“Agreement”) to provide Tobacco Settlement Funds to fund GRANTEE’s Program as described in the Agreement.
- B. COUNTY wants to give GRANTEE the flexibility to roll over expenditure of grant funds to future fiscal years within the original term of the Agreement.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AMENDMENT

1. Paragraph 3 of the Agreement is amended in its entirety to read as follows:
3. **Use of Funds by GRANTEE, Return of Surplus.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Program set forth in Exhibit “A.” Notwithstanding anything to the contrary in Exhibit “B,” any grant funds not expended in a fiscal year may rollover to the following fiscal year with the written approval of the Director of Health and Human Services or their designee, but not beyond the expiration date of this Agreement. GRANTEE must first submit a written request to COUNTY to rollover funds prior to any funds being available for rollover with a new proposed budget. If GRANTEE has not fully expended the grant funds by the date of expiration or other termination of the Agreement and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Program to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.
2. This Amendment No. 1 applies retroactively to July 1, 2025, so that GRANTEE may roll over funds into Fiscal Year 2025-2026 if approved in writing by the Director of Health and Human Services or their designee.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

4. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this amendment is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by GRANTEE acting through their duly authorized officer(s).

UPVALLEY FAMILY CENTERS OF NAPA COUNTY

By: 
JENNY OCON, Executive Director

NAPA COUNTY, a political subdivision of
the State of California

By: _____
AMBER MANFREE, Chair of the Board of
Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel Date: <u>January 26, 2026</u> FV 11311753	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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