

**AMENDMENT NO. 2**  
**NAPA COUNTY AGREEMENT NO. 200063B**  
**GRANT AGREEMENT**

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 200063B is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the Napa Valley Vine Trail Coalition, doing business as NVVTC, a California non-profit unincorporated association, whose mailing address is 3299 Claremont Way #4, Napa CA 94558, hereinafter referred to as “GRANTEE.”

**RECITALS**

**WHEREAS**, COUNTY and GRANTEE entered into Napa County Agreement No. 200063B (the “Agreement”) on July 23, 2019, for COUNTY to annually contribute grant funds towards GRANTEE’s efforts to pursue construction of the Napa Valley Vine Trail Project; and

**WHEREAS**, the parties adopted Amendment No. 1 to the Agreement to extend the term of the Agreement for an additional year with grant funding for Fiscal Year 2024-2025 of \$55,000; and

**WHEREAS**, COUNTY and GRANTEE desire to extend the term of the Agreement for one more year for grant funding of \$55,000 and with four additional extensions.

**NOW, THEREFORE**, for good and valuable consideration, the adequacy of which is hereby acknowledged, COUNTY and GRANTEE agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended to read in full as follows:

1. Term of the Agreement/Termination.

1. (a) Term. The term of this Agreement shall commence on July 1, 2019 and shall expire on June 30, 2026, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 3 (Use of Funds, Return of Surplus), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement. 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 four 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.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. Paragraph 3 of the Agreement is hereby amended to read in full as follows:

3. Use of Funds by GRANTEE. GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." GRANTEE also agrees that no funds may be used to pay staff salaries or ordinary operating expenses. The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds by June 30, 2026 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 Project 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.

3. Paragraph 5 of the Agreement is hereby amended to read in full as follows:

5. Reporting. GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B-2" no later than June 30, 2026. This final report must summarize activities of GRANTEE up to the end of the grant term pertaining to progress and status of the Project. Said report shall be delivered to Napa County, 1195 Third Street, Napa, CA 94559, or in person and upon approval by the County Executive Officer, at the last meeting of the Unincorporated Napa Valley Tourism Improvement District Governing Committee Meeting.

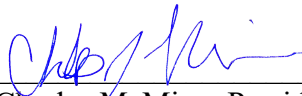
4. Exhibit "B" to the Agreement entitled "Grant Payments" is hereby replaced by Exhibit "B-2" attached hereto and hereby incorporated by reference. All references in the Agreement to Exhibit "B" shall be interpreted as referencing Exhibit "B-2."

5. This Amendment No. 2 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.

6. This Amendment No. 2 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 No. 2 to Napa County Agreement No. 200063B is executed by COUNTY, by and through the Chair of the Board of Supervisors, and by GRANTEE through its duly authorized officer(s).

**NAPA VALLEY VINE TRAIL COALITION**

By:   
Charles McMinn, President

By:   
Shawn Casey-White, CEO/Executive Director

**NAPA COUNTY, a political subdivision of the State of California**

By: \_\_\_\_\_  
ANNE COTTRELL, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: May 19, 2025</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 “B-2”**

**GRANT PAYMENTS**

FY 2019-2020	\$100,000
FY 2020-2021 FY 2021-2022 FY 2022-2023 FY 2023-2024	20% of Available Napa County NVTID Local Appropriations after set-aside for reserves as Approved by the Local Governance Committee and the Board of Supervisors
FY 2024-2025 FY 2025-2026	\$55,000 \$55,000
IF EXTENDED:  FY 2026-2027 FY 2027-2028 FY 2028-2029 FY 2029-2030	  \$55,000 \$55,000 \$55,000 \$55,000