

AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 190210B

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 190210B is made and entered into as of this 25th day of June 2024, 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 limited liability company, whose principal place of business is 1124 Foster Road, Napa, CA 94558, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, the COUNTY entered into Agreement No. 190210C (“the Agreement”) on June 11, 2019, with CONTRACTOR for specialized services, as authorized by Government Code section 31000, 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, on July 1, 2021, COUNTY and CONTRACTOR executed Amendment No. 1 to extend the term of the Agreement and increase the scope of services and compensation.

NOW, THEREFORE, COUNTY and CONTRACTOR now desire to extend the term of the Agreement, as set forth below.

TERMS

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

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, 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). 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.

B. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

WINE DOWN MEDIA, LLC

By 
JULISSA MARCENCIA, Chief Visionary Officer

By 
WILLFRED MARCENCIA, Chief Executor

"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>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: June 5, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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