

AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 220095B

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 220095B 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 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, (the "Agreement") on July 1, 2021; and

WHEREAS, the parties adopted Amendment No. 1 to the Agreement to extend the term of the Agreement for Fiscal Year 2024-2025, and with four additional extensions; and

WHEREAS, the parties would like to amend the Agreement to revise the scope of services and compensation.

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

1. Paragraph 2 of the Agreement, Scope of Services, is hereby amended to read in full as follows:

"2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-2," attached hereto."

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

"3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the fixed price 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per fiscal year for marketing services and a total aggregate amount of FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$425,000) for event planning services provided July 1, 2025, through June 30, 2028; however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered and reimbursable expenses actually incurred.

3. As of the effective date of this Amendment No.2, all references to Exhibit A in the Agreement and all references to Exhibit "A-1" in Amendment No.1 shall mean Exhibit "A-2."

As of the effective date of this Amendment No.2, all references to Exhibit B in the Agreement and all references to Exhibit "B-1" in Amendment No.1 shall mean Exhibit "B-2."

IN WITNESS WHEREOF, this Amendment No. 2 to Napa County Agreement No. 220095B is executed by COUNTY, by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer(s).

VISIT NAPA VALLEY, INC.

By: 
LINSEY GALLAGHER, President and CEO

NAPA COUNTY, a political subdivision of the State
of California

By: _____
ANNE COTTRELL, Chair of the Board
of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: October 29, 2025	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-2”

SCOPE OF SERVICES

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Marketing 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.

Event Planning: Services shall include annual event production services for The Napa Valley Standard food and wine event.

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-2”

COMPENSATION

FY 2025-2026	\$500,000 for marketing services and \$200,000 for event development services
FY 2026-2027	\$500,000 for marketing services and \$150,000 for event development services
FY 2027-2028	\$500,000 for marketing services and \$75,000 for event development services
FY 2028-2029	\$500,000 for marketing services

The maximum payments under this Agreement shall be FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per fiscal year for marketing services and a total aggregate amount of FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$425,000) for event planning services provided during the period July 1, 2025, through June 30, 2028; however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered and reimbursable expenses actually incurred.

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.