

NAPA COUNTY AGREEMENT NO. 240019B

AMENDMENT NO. 1 TO GRANT AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY GRANT AGREEMENT NO. 240019B is made and entered into as of this 1st day of July, 2024, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and LUCKY PENNY PRODUCTIONS, a California non-profit corporation whose mailing address is 1357 Foster Road, Napa, CA, 94558 hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, in July, 2023, COUNTY approved funding for GRANTEE's proposal for Special Project Funds to replace existing incandescent stage lighting in the theatre space with new LED stage lighting, and

WHEREAS, as a result of scheduling and delays in construction, the project was not completed within the time frame expected and set forth in the Agreement; and

WHEREAS, COUNTY and GRANTEE now wish to extend the term of this Grant Agreement to allow GRANTEE additional time to complete the project as originally approved by COUNTY.

TERMS

NOW, THEREFORE, BE IT AGREED that County Grant Agreement No. 240019B is hereby amended as follows:

1. Exhibit "A" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "A-1", and all references in the Agreement to Exhibit "A" shall mean Exhibit "A-1".
2. Exhibit "B" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "B-1", and all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1".
3. Paragraph 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement/Termination.**

(a) **Term.** The term of this Agreement shall commence on June 30, 2024 and shall expire on December 31, 2024, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 3 (Use of Grant Funds), 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."

4. Except as provided in Paragraph 1 above, the remaining terms and conditions of the Agreement shall remain in full force and effect.

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

LUCKY PENNY PRODUCTIONS

By *Berry Martin*
Berry Martin, Board President

"GRANTEE"

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

By _____
Joelle Gallagher, Chair of the Napa County
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Silva Darbinian (e-signature)</u></p> <p>Date: <u>July 18, 2024</u></p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</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>
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EXHIBIT "A-1"

SCOPE OF WORK

GRANTEE shall utilize funds to replace existing incandescent stage lighting in the theatre space with new LED stage lighting.

FUNDING ACKNOWLEDGEMENT:

GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source, and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors through the Napa County Arts and Cultural Advisory Committee."

EXHIBIT "B-1"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY December 31, 2024	\$10,000

GRANTEE shall receive warrant from COUNTY within 30 days of the execution of this Grant Agreement.