

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 240192B**

**INTERIM CONCESSION CONTRACT
STEELE CANYON RESORT AREA**

THIS AMENDMENT NO. 1 (“Amendment”) TO AGREEMENT NO. 240192B (“Agreement”) is made and entered into as of this ____ day of _____, 2025 by and between Napa County, a political subdivision of the State of California (“County”), and Steele Canyon Campground Inc. (“Concessionaire”).

RECITALS

WHEREAS, the United States Bureau of Reclamation (“BOR”) and County entered into Managing Agreement Number 20-LC-20-2623 (Napa County Agreement No. 200285B), dated March 9, 2020, for the administration, operation, maintenance and development of public recreation facilities, protection of natural and cultural resources, and provision of public health and safety at Lake Berryessa.

WHEREAS, County and Concessionaire entered into Agreement No. 240192B (“Agreement”) effective November 1, 2023, for Concessionaire to operate the Steele Canyon Resort Area at Lake Berryessa (“Property”) while the County pursues a long term agreement for development and operation of resort concessions at the site; and

WHEREAS, the Agreement expires on October 31, 2025, and the parties would like to extend the Agreement for one year, with an option to extend the Agreement again for another year;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties amend the Agreement as follows:

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

1. Period of Performance

This Agreement, herein and hereafter referred to as the “Interim Concession Contract” shall be effective on November 1, 2023, and shall expire on October 31, 2026, unless terminated earlier in accordance with this Interim Concession Contract. County may extend the term of the Interim Concession Contract one additional year, in its sole discretion, on the same terms and conditions by providing written notice to Concession Contractor at least sixty (60) days prior to the expiration date.

2. County and Concession Contractor agree that while employee housing is allowed at the Property pursuant to Exhibit D, Paragraph D.3.d.xxv of this Agreement, federal law only allows employees to live on concession property while concessions are being operated for public use pursuant to federal regulations found at 43 C.F.R. § 429.4(b)(6). Otherwise, residing on BOR

land is prohibited pursuant to federal regulations found at 43 C.F.R. § 429.31(b). Contractor shall ensure that none of its employees are residing at the Property beyond 10 days after this Agreement is terminated or expires.

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 No. 1 is executed by the County, acting by and through the Chair of the Board of Supervisors, and by Concessionaire through its duly authorized officer.

STEELE CANYON CAMPGROUND INC.

By: 
JOSEPH R. COSTANZO, President

NAPA COUNTY, a political subdivision of
the State of California

By: _____
ANNE COTTRELL, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel Date: <u>October 9, 2025</u>	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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