

# ATTACHMENT 1

## AMENDMENT NO. 2 TO AGREEMENT NO. C2023-053 ARPA COMMUNITY RECOVERY BANK GRANT AGREEMENT

City Budget Code: 19ARPA09-MISCEXP-11019100-53410

This Amendment No. 2 (“**Amendment**”) to City Agreement No.C2023-053, entitled ARPA Community Recovery Bank Grant Agreement (“**Agreement**”), by and between the City of Napa, a California charter city (“**City**”), and Mentis (“**Grantee**”), is effective on the date last signed by the City, which is identified on the signature page as the “Effective Date.”

### RECITALS

A. City and Grantee entered into the Agreement, effective April 19, 2023, for a grant of American Rescue Plan Act funds in the amount of \$110,000 to reimburse Grantee for Eligible Costs in accordance with the terms and conditions set forth therein.

B. On June 15, 2023 the City disbursed \$110,000 in grant funds to the Grantee.

C. On October 12, 2023, the parties executed Amendment No. 1 to the Agreement increasing the total grant amount to \$145,000.

D. On August 20, 2024, the City Council authorized the City Manager to execute an amendment to the Agreement to extend the term to October 31, 2025, and the final date to expend or return the ARPA Funds to the City to September 30, 2025.

E. The parties desire to extend the term of the agreement from August 31, 2025, to October 31, 2025, and the final date to expend or return the ARPA Funds to the City from July 31, 2025, to September 30, 2025.

NOW, THEREFORE, the City and the Grantee, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. AMENDMENT TO SECTION 1. Section 1 of the Agreement is hereby amended by deleting “August 31, 2025” and replacing it with “October 31, 2025.”

3. AMENDMENT TO SECTION 2. Section 2 of the Agreement is hereby amended by deleting the existing language in its entirety and replacing it with the following:

The City agrees to provide the Grantee a grant in the amount of \$145,000 to reimburse Grantee for Eligible Costs (defined below) in accordance with the terms and conditions set forth Grantee shall use the ARPA Funds only to cover the Eligible Costs incurred by Grantee after Council Approval of Resolution R2023-017 on February 21, 2023, until January 31, 2025. Eligible Costs shall be considered to be incurred if the Grantee has incurred an obligation with respect to such Eligible Cost by January 31, 2025. By September 30, 2025, Grantee shall return to the City any ARPA Funds not obligated by January 31, 2025, and any ARPA Funds obligated by January 31, 2025, but not expended by September 30, 2025.

4. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the subject matter hereof. This Amendment

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supersedes all prior negotiations, agreements, and understandings regarding the subject matter hereof, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

5. **SIGNATURES; ELECTRONIC SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Grantee and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

**CITY:**  
**CITY OF NAPA, a California charter city**

**GRANTEE:**  
**Mentis**

By: \_\_\_\_\_  
Steve Potter, City Manager

By: \_\_\_\_\_  
Rob Weiss, Executive Director  
Mentis

Date: \_\_\_\_\_  
("Effective Date")

**COUNTERSIGNED:**

\_\_\_\_\_  
Erika Leahy, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sabrina Wolfson, Interim City Attorney