

**AMENDMENT NO. 1 TO AGREEMENT NO. C2023-053
ARPA COMMUNITY RECOVERY BANK GRANT AGREEMENT**

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

This Amendment No. 1 ("**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. The parties desire to amend the Agreement to increase the grant amount by \$35,000 from \$110,000 to \$145,000.

D. On September 19, 2023, the City Council authorized the City Manager to execute an amendment to the Agreement to increase the total grant amount to \$145,000.

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 2.** Section 2 of the Agreement is hereby amended to increase the amount of ARPA Funds from \$110,000 to \$145,000. The City will disburse the additional \$35,000 in ARPA Funds to Grantee within fourteen (14) days following the Effective Date of this Amendment.

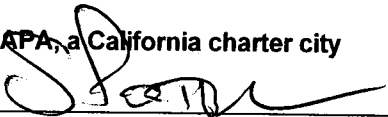
3. **ENTIRE AGREEMENT.** The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the subject matter hereof. This Amendment supersedes all prior negotiations, agreements, and understandings regarding the subject matter hereof, whether 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.

4. **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

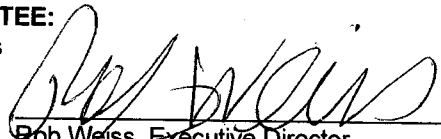
National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized 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

By: 
Steve Potter, City Manager

GRANTEE:
Mentis

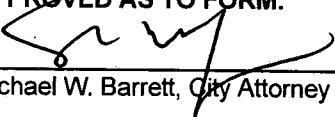
By: 
Rob Weiss, Executive Director
Mentis

Date: 10/12/2023
("Effective Date")

COUNTERSIGNED:


Erika Leahy, City Auditor

APPROVED AS TO FORM:

 Sabrina S. Wolfson, Asst. City Attorney
Michael W. Barrett, City Attorney