

**AMENDMENT NO. 1 TO  
NAPA COUNTY AGREEMENT NO. 220290B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1** (“Amendment No. 1”) **TO NAPA COUNTY AGREEMENT NO. 220290B** (“Agreement”) is made and entered into as of this 1<sup>st</sup> day of January, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and AP Triton, LLC, whose mailing address is 1309 Coffeen Avenue, Suite 3178, Sheridan, WY 82801, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, on or about April 1, 2022, COUNTY entered into Agreement No. 220290B with CONTRACTOR in order to develop a long-range Fire Department Master Plan; and

**WHEREAS**, COUNTY has continued needs for services developing a Master Plan including additional discussions regarding operation of the County Fire Department through a community survey/town hall forum and CONTRACTOR is willing to and able to provide such additional services; and

**WHEREAS**, COUNTY and CONTRACTOR mutually desire to modify the terms of said Agreement to amend the scope of work to include the additional services, extend the term, and to increase the amount of compensation in the terms of the Agreement.

**TERMS**

**NOW, THEREFORE**, COUNTY, acting through its Board of Supervisors, and CONTRACTOR here by amends Agreement No. 220290B as follows:

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

**Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2023, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under

the terms and conditions then in effect, not to exceed **one** additional year, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 2 of the Agreement is amended to read in full as follows:

**Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibits "A" and "B," attached to this Agreement as originally approved, in addition to the CONTRACTOR's proposals, incorporated by reference herein and, on and after the date first written above, those additional services set forth in Exhibit "A-1," attached to Amendment No. 1 to the Agreement, said Exhibits being incorporated by this reference herein.

3. Paragraph 3 of the Agreement is amended to read in full as follows:

**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 "C," attached to this Agreement as originally approved, incorporated by reference herein, and, on and after the date first written above, those additional services set forth in Exhibit "C-1," attached to Amendment No. 1 to the Agreement, said exhibits are hereby 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 a total of Seventy-Seven Thousand Six Hundred Ninety One Dollars (\$77,691) for professional services provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. The actual payments made under this Agreement for the work in Exhibits "A" and "B" shall also not exceed the per task maximum amounts set forth in Exhibit "C," and the actual payments for the work in Exhibit "A-1" shall not exceed the per task maximum amounts set forth in Exhibit "C-1."

4. This Amendment No. 1 shall be in effect as of the Effective Date first set forth, above.
5. Except as provided in Paragraphs 1 through 4, above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, this Amendment No. 1 to the Agreement was executed by the parties hereto as of the date first above written.

**AP TRITON, LLC**

By \_\_\_\_\_  
**KURT HENKE**, Principal/Managing Partner

By \_\_\_\_\_  
**SCOTT CLOUGH**, Principal

"CONTRACTOR"

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

By \_\_\_\_\_  
**BELIA RAMOS**, Chair of the Napa County  
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> County Counsel</p> <p>Date: <u>January 3, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## **EXHIBIT “A-1”**

### **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following additional services:

#### **I. DESCRIPTION OF SERVICES**

The purpose of this Scope of Work is to identify CONTRACTOR’s additional support services to COUNTY in the Agreement. This includes developing an online survey to ensure that the community’s concerns regarding fire-rescue delivery and associated services are recognized by the Napa County Fire Department ( “NCFD”). This is to ensure the inclusivity and transparency of the master planning process. The process will seek to identify:

- How the community prioritizes the services provided by NCFD
- Areas of community concern
- Perceived community risks
- Community expectations
- The community’s positive attributes to NCFD
- How “good” service is measured by the community
- Perspectives regarding costs of services

#### **Task 6-A: Development of a Community Survey**

CONTRACTOR will develop an electronic survey to assess the community's program and service priorities, expectations of the fire and emergency medical services provided by NCFD, concerns about the programs and services provided, positive aspects of NCFD’s programs and services, and perspectives regarding costs of services and funding thresholds. The survey is fully customizable to fit NCFD’s needs and expectations.

NCFD's representative will review and approve the survey prior to the CONTRACTOR project team administering it. The survey results will be delivered directly to CONTRACTOR’s survey manager, who will develop and produce an executive summary of the survey results. The survey results will be used to assist in the formation of CONTRACTOR's Master Plan recommendations.

#### **Task 6-B: Identification of Community Recipients**

CONTRACTOR’s project team will assist NCFD in identifying external customers/key members of the community that will assist with the survey's community-wide distribution. At a minimum, CONTRACTOR recommends that the representatives of this community group include, but not be limited to:

- Property owners
- Business owners
- Service groups representative(s) (i.e., Chamber of Commerce, Rotary, Lions)

- Prominent citizens in the community
- Members of civic organizations
- Multiple citizens who have been actual recipients of fire and emergency medical services
- Representatives of neighborhood organizations and/or homeowner associations
- Representatives of non-profit organizations
- Representatives of local industry
- Other citizen-customers as identified by NCFD

#### **Task 6-C: Virtual Town Hall**

CONTRACTOR will facilitate a virtual town hall-style community meeting as an introduction to the online community Survey. CONTRACTOR will work with NCFD to develop a format for the meeting that will include an introduction of NCFD's fire and emergency medical services and the study at hand and allow for questions pertaining to the survey.

#### **Task 6-D: Administration of Community Survey**

Once identified, survey invitations will be sent, and a link will be provided to reach the greater community via social media outlets, if desired. The survey will run for approximately one to two weeks to gain a realistic view of external community perspectives, needs, and expectations. The survey results will be delivered directly to CONTRACTOR's Director of Project Operations.

#### **Task 6-E: Survey Results & Recommendations**

CONTRACTOR's Director of Project Operations will analyze the feedback, build appropriate charts and graphs, and provide an executive summary of the results. CONTRACTOR will analyze the survey and the results will be used to form CONTRACTOR's Master Plan recommendations.

**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 “C-1”**

### **COMPENSATION AND EXPENSE REIMBURSEMENT**

Estimated Time to Complete the Project: 1-2 months

#### **Project Fee**

CONTRACTOR will complete the project outlined in the Scope of Work, inclusive of expenses, for \$7,691

#### **Payment Schedule & Invoicing**

10% payment due upon signing of the contract

Monthly invoicing thereafter as work progresses until 95% of project has been completed

Final 5% due upon project completion

Additional hours will be billed at a rate of \$190/hour for the Senior Project Manager and \$135/hour for consultants