

AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 250180B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) **TO AGREEMENT NO. 250180B** is made and entered into as of this 1st day of November 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Napa Communities Firewise Foundation, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, as of July 1, 2024, COUNTY and CONTRACTOR entered into Agreement No. 250180B (“Agreement”), whereby CONTRACTOR agreed to provide specialized services, as authorized by Government Code section 31000, in order to provide community outreach and education, consulting and support services, assistance with wildfire mitigation and fuel reduction projects, and to promote and assist Firewise communities to mitigate the effects of and be better prepared for wildland fires under the terms and conditions set forth in the Agreement; and

WHEREAS, COUNTY continues to need specialized services, as authorized by Government Code section 31000, in order to provide community outreach and education, consulting and support services, assistance with wildfire mitigation and fuel reduction projects, and to promote and assist Firewise communities to mitigate the effects of and be better prepared for wildland fires and CONTRACTOR is willing to and able to continue to provide such services; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to update the compensation and expense reimbursement detail to improve the allocations of personnel reporting.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR hereby amend Agreement No. 250180B, as follows:

1. Paragraph 3, subdivision (a), of the Agreement is hereby amended to read as follows:

Compensation.

(a) Rates. In consideration for CONTRACTOR's fulfillment of the promised work pursuant to the Amendment No. 1, COUNTY shall pay CONTRACTOR at the rate set forth in Exhibit “B-1,” attached hereto and incorporated by reference herein. Exhibit “B” is rescinded and replaced in full by Exhibit “B-1.”

2. **Electronic Signatures.** This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such

electronic signature(s) shall be deemed original for purposes of this Amendment No. 1 and shall have the same force and effect as a manually executed original.

3. This Amendment No. 1 shall be effective as of the date first written above.

4. Except as provided in paragraphs 1 through 3, above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

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

By 
Christopher Thompson, Chair NCCF Board

By 
Joe Nordlinger, CEO

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley (e-sign)</u> County Counsel</p> <p>Date: <u>November 12, 2024</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 "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

COUNTY shall reimburse CONTRACTOR not more than monthly upon receipt of a detailed invoice of expenditures and written report of activities performed.

BUDGET CATEGORY	BUDGET
TOTAL	\$ 4,000,000
Fuel Mitigation Program	\$ 2,930,000
Fuel mitigation program planning; funding strategy; landowner engagement; environmental compliance permitting; project implementation, monitoring, and reporting; grant management; associated supplies, and expenses. All salaries and wages, applicable fringe benefits, materials, supplies, and services related directly to the work performed under this program.	
Environmental Compliance	\$ 300,000
Environmental compliance permitting for fuels projects as defined in the CWPP and approved by Fire Administration	
Wildfire Preparedness Program	\$ 160,000
Wildfire preparedness program planning, strategy, and implementation, management and reporting; wildfire risk assessment; GIS modeling and mapping; Napa County CWPP expanded plan development and implementation tracking; wildfire fuel mapper customization for Napa County to support homeowner Defensible Space and Fuel Mitigation Project effectiveness, strategy and maintenance schedules; GIS model strategy development for fuel mitigation project monitoring and forest health restoration planning; grant management, public education, and communications; fire safe council creation and ongoing support; partnership development, organization, and coordination; content creation; wildfire preparedness program website development, website portals and landing pages for fire safe councils; social media; webinars; events. All salaries and wages, applicable fringe benefits, materials, supplies, and services related directly to the work performed under this program.	
Grant Writing & Funding Strategy Services	\$ 100,000
Grant and funding opportunity identification and application writing; strategic fuel mitigation and wildfire preparedness project phasing, budgeting, and funding support services.	

Program and Project Personnel	\$ 360,000
This includes all salaries and wages, applicable fringe benefits, materials, supplies, and services related directly to the work performed under this contract not directly attributed to the Fuels Mitigation Program or Wildfire Preparedness Program.	
Indirect Costs	\$ 150,000
Costs that are not readily assignable to a particular project, but are necessary to the operation of NCCFF. Indirect costs may be billed at 10% of Modified Total Direct Costs (MTDC). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subcontract (regardless of the period of performance of the subcontracts). MTDC excludes equipment, capital expenditures, rental costs, and the portion of each subcontract in excess of \$25,000. Other items may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, at Napa County's discretion.	

Other than Program Management and Indirect Costs, CONTRACTOR may shift funding proportions for each budget category with approval by the COUNTY's Fire Administrator or designee.

CONTRACTOR shall bill at the rates as provided in the attached rate sheet.



The Napa Communities Firewise Foundation

P.O. Box 2336 | Napa, CA 94558

napafirewise.org

Current 2024 Rate Sheet	
POSITION	HOURLY RATE
Chief Executive Officer	\$225.00
Sr. Director of Vegetation Operations	\$215.00
Sr. Manager of Vegetation Operations	\$185.00
Project Lead III	\$170.00
Project Lead II	\$155.00
Project Lead I	\$145.00
GIS/Data Analyst	\$110.00
Director of Wildfire Preparedness	\$185.00
Wildfire Preparedness Coordinator	\$155.00
Defensible Space Coordinator	\$100.00
Director of Corporate Services	\$185.00
Grants & Projects Analyst I	\$110.00
Grants & Projects Analyst II	\$125.00
Administrative Assistant	\$120.00
Finance Manager	\$125.00
Finance Assistant	\$120.00
Marketing Manager	\$125.00
Communications Manager	\$120.00

PER DIEM RATES	
Lodging - per night	\$265.00
Meals & Incidental - per day	\$79.00

MILEAGE RATE	
2024 IRS Standard Mileage Rate - per mile	\$0.67

Effective Date: October, 2024










NC24 Contract Agreement

Final Audit Report

2024-11-20

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By:	Robyn Bera (robyn@napafirewise.org)
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"NC24 Contract Agreement" History

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