

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 220351B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 (“Amendment No. 1”) **TO NAPA COUNTY AGREEMENT NO. 220351C** (the “Agreement”) is made and entered into as of this 1st day of July, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and WRA, Inc., hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on or about June 1, 2022, COUNTY entered into Agreement No. 220351B with CONTRACTOR to provide immediate support services in responding to state and federal Requests for Information and Request for Information for their four recent Federal Emergency Management Agency Hazard Mitigation Grant Program applications; and

WHEREAS, COUNTY has continued needs for services for grant guidance including additional required responses to Requests for Information regarding the grant process and CONTRACTOR is willing to and able to provide such additional services; and

WHEREAS, the parties mutually desire to modify the terms of said Agreement to amend the scope of work to include the additional services 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. 220351B as follows:

1. 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 “A-1,” attached hereto and incorporated by reference herein.

2. Paragraph 3, subsection (c), of the Agreement is amended to read in full as follows:

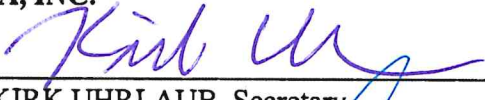
3. Compensation.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of One Hundred One Thousand Dollars (\$100,000) for professional services per fiscal year; 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.

3. This Amendment No. 1 shall be effective as of the Effective Date first set forth, above.
4. Except as provided in Paragraphs 1, 2, and 3, above, the terms and provisions of Agreement No. 220351B shall remain in full force and effect as previously approved.

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

WRA, INC.

By 
KIRK UHRLAUB, Secretary

By 
GEOFF SMICK, President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: <u>Shana A. Bagley (e-sign)</u> Deputy County Counsel	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____
Date: <u>September 9, 2022</u>		

EXHIBIT “A-1”

ADDITIONAL SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Purpose and Background

The purpose of this Scope of Work is to provide additional support services to the County of Napa (County) in responding to state and federal Requests for Information (RFIs) for their four recent Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) applications. These are FEMA HMGP wildfire grant sub-applications for projects AP-00935, AP-00936, AP-00937, and AP-00938, submitted to Cal OES on April 8, 2022. Since authorization under Napa County Agreement No. 72931, we have worked closely with County staff to respond to Cal OES Requests for Information (RFIs). Several of the Cal OES RFIs on the sub-applications and BCAs have been accepted. The County may still receive additional RFIs from Cal OES and is also expected to receive RFIs from FEMA over the course of future application review steps, as part of the standard competitive nationwide grant process.

Additional Work Products

- Final Cal OES Request for Information (RFI) responses
- FEMA Request for Information (RFI) responses

Additional Scope of Work

In addition to the original Scope of Work, the following tasks are proposed as the next phase of work.

TASK 1: FINALIZE CAL OES RFI RESPONSES

The focus of this task is on Cal OES RFIs received in late July and August 2022. WRA will, at a level of support requested by the County, finalize Cal OES RFI responses for the four sub-applications, and perform QA/QC review of uploaded materials, response documents, and the RFI comments and sub-application content in the on-line portal. Every effort will be made to coordinate with County staff to streamline and avoid duplication.

TASK 2: FEMA REQUEST FOR INFORMATION (RFI) RESPONSES

The focus of this task is on potential FEMA RFIs that are expected once any of the sub-applications are forwarded by Cal OES. The number, complexity, and timing of such RFIs is difficult to predict. However, it is reasonable to assume that some RFIs will be issued by FEMA. Additionally, the intent of the Cal OES RFI process is to reduce the possibility of extensive FEMA RFIs. As requests are received, coordination with the County staff would occur to refine assignments for the consultant versus County staff. Every effort will be made to streamline and avoid duplication.

Schedule

Work on existing RFIs will proceed on time-sensitive deliverables; new work will begin immediately as assigned and authorized.

Staffing

Virginia Mahacek will continue as the Principal in Charge of the project. Cailin Notch will be the Project Manager. Other staff will be assigned to the project as necessary.

Assumptions

1. WRA will not commence work without clear verbal direction and coordination with County staff regarding any shared RFI response preparation (to prevent duplication of effort between WRA and County staff).
2. The County of Napa or project partners will provide the available data necessary to complete the RFI responses in a timely manner.
3. WRA cannot guarantee schedule delays or costs for actions taken by regulatory and other third-party entities with authority to approve project activities, as these actions are outside of WRA's control.
4. WRA cannot determine the number of FEMA RFIs or the level of effort that might be demanded; the level of effort herein is estimated based on best available information and typical grant approval step efficiency expectations.

Estimated Cost

WRA will perform the services in accordance with the rate sheet attached to the original Professional Services Agreement as Exhibit B. The total not-to-exceed amount for work in this change order will be \$55,000.

Terms and Conditions

This Change Order is subject to the terms and conditions incorporated in the original Professional Services Agreement between Napa County and WRA executed by the parties hereto, dated **June 1, 2022**.

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.