

**AMENDMENT NO. 2 TO
NAPA COUNTY AGREEMENT NO. 220297B (ZONE 1)**

THIS AMENDMENT NO. 2 (Amendment No. 2) TO NAPA COUNTY AGREEMENT NO. 220297B ("Agreement") is made and entered into as of _____ day of _____ 2025 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CONSERVATION CORPS NORTH BAY, INC., a California nonprofit corporation and Community Conservation Corps, whose mailing address is 119 Parkview Lane, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." The COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on March 23, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220297C ("Agreement") to provide litter abatement and other waste-related services in the Zone One waste collection area of Napa County; and

WHEREAS, CONTRACTOR is fully qualified and trained to perform such specialized services by virtue of its experience and the training, education and expertise of its principals and employees, and is willing to accept responsibility for performing such specialized services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, on November 23, 2023, COUNTY and CONTRACTOR amended the Agreement to increase the maximum compensation amounts payable to CONTRACTOR by \$135,000 from \$163,000 to \$298,000, to extend the end date by 18 months from December 31, 2023 to June 30, 2025, and to renumber the Agreement "220297B";

WHEREAS, the Parties now desire to amend the Agreement to extend the term of the Agreement by 24 months from June 30, 2025 to June 30, 2027 and to increase the maximum compensation amounts payable to CONTRACTOR by \$192,850 from \$298,000 to \$490,850;

TERMS

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement as follows:

1. Exhibits "A-1" Scope of Work and "B-1" Compensation are attached hereto and incorporated by reference herein. All references in the Agreement to "Exhibit A" are hereby replaced with references to "Exhibit A-1" and all references in the Agreement to "Exhibit B" are hereby replaced with references to "Exhibit B-1".
2. Paragraph 1(a) of the Agreement is amended in full to read as follows:

(a) The term of this Agreement shall commence on the date first above written (March 23, 2022) and shall expire on June 30, 2027, 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).

3. Paragraph 3(c) of the Agreement is amended in its entirety to read as follows:

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of forty-five thousand dollars (\$45,000) for the fiscal year ending on June 30, 2022; seventy-three thousand dollars (\$73,000) for the fiscal year ending on June 30, 2023; ninety thousand dollars (\$90,000) for the fiscal year ending on June 30, 2024; ninety thousand dollars (\$90,000) for the fiscal year ending on June 30, 2025; ninety five thousand dollars (\$95,000) per fiscal year for the fiscal year ending on June 30, 2026; and ninety seven thousand eight hundred and fifty dollars (\$97,850) for the fiscal year ending June 30, 2027; 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.

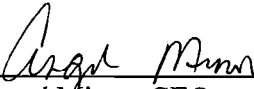
4. Paragraph 3(d), "Price Adjustments" is hereby added immediately below Paragraph 3(c) as follows:

(d) Price Adjustments. After the fiscal year ending on June 30, 2025, COUNTY may increase the labor and materials rates and/or hourly labor rates in Exhibit "B-1" upon approval of CONTRACTOR's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. CONTRACTOR's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting CONTRACTOR, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. CONTRACTOR must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. COUNTY may only approve CONTRACTOR's request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amounts in paragraph 3(c). This paragraph does not apply where compensation is based on fixed prices or lump sums and shall take precedence over any contrary term in Exhibit "B-1".

5. Except as provided herein, all other terms and provisions of the Agreement as amended by Amendment No. 1 shall remain in full force and effect.
6. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page

IN WITNESS WHEREOF, this Amendment No. 2 is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer.

CONSERVATION CORPS NORTH BAY, INC.

By 
Angel Minor, CEO

NAPA COUNTY, a political subdivision of the State
of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>July 14, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ 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 services:

DESCRIPTION OF SERVICES

Conservation Corps North Bay (CCNB) will provide a crew of two (2) Supervisors and six (6) Corps members to Napa County for litter abatement services.

- CCNB will provide litter abatement services at locations within the geographical boundaries of Garbage Zone 1, to be identified by Napa County.
- CCNB will provide litter abatement service once every three weeks (for a total of six days) from March 1, 2022 - June 30, 2022.
- CCNB crews will separate materials collected to increase diversion rates.
- All material collected will be disposed of at the Clover Flats Landfill, located at 4380 Silverado Trail, Calistoga, CA, ~~or~~ UVDS, located on 1285 Whitehall Lane, St. Helena, CA, or Devlin Road Transfer Station, located at 889 Devlin Road, American Canyon, CA.
- CCNB crews will provide other waste related services as mutually agreeable in writing by the parties.
- Beginning on July 1, 2022, CCNB will provide litter abatement services at least once every three weeks. With the approval of Napa County and within the maximum compensation limits of this agreement, CCNB will increase the frequency of the service to as often as twice per week if CCNB can support this workload.

EXCLUDED SERVICES:

- CCNB will not provide cleanups of hazardous materials or homeless encampments. CCNB will notify Napa County if any hazardous materials or homeless encampments are encountered while providing services.

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 "B-1"

COMPENSATION

Invoices will be based on the following labor and materials rates:

- Dump truck, flatbed, or box truck \$300/day;
- Bobcat \$200/day;
- Extra vehicle \$150/day;
- Chipper \$350/day.

Disposal costs and materials are billed at cost plus 10%

handling. The hourly labor rates for 2025 and 2026 are:

- 2025:
 - \$47.00 per corpsmember hour;
 - \$81.00 per supervisor hour.
- 2026:
 - \$49.00 per corpsmember hour;
 - \$83.00 per supervisor hour.

Labor rates will be billed for travel time to and from the CCNB Center. There is no charge for mileage.

CONTRACTOR shall be responsible for paying all disposal fees directly to the waste management facility. CONTRACTOR may submit a request for reimbursement of such disposal costs through its regular monthly invoices no later than thirty (30) days following the date of disposal costs were incurred. Reimbursement shall be subject to the provision of reasonable supporting documentation and shall be paid in accordance with the terms set forth in this Agreement.

Invoices will be submitted on a monthly basis or upon completion of work. Undisputed invoices unpaid after 30 days will be charged 1 1/2% interest monthly. Labor rates are subject to annual increases per CA State Minimum Wage Law requirements and cost of living adjustments. Any increases in labor rates shall be presented and agreed to by the parties prior to commencing the services.

LABOR AND SERVICES:

Labor and services will be provided until total costs equal contract total or the scope of the work is completed, whichever comes first. Actual daily costs may vary due to attendance.