AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 250413B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1") **TO AGREEMENT NO.** 250413B is made and entered into as of this 18th day of November, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County," and Napa Communities Firewise Foundation, a not-for-profit California corporation, whose mailing address is P.O. Box 2012, Napa, California 94558, hereinafter referred to as "Consultant."

RECITALS

A. As of May 20, 2025, COUNTY and CONSULTANT entered into Agreement No. 250413B ("Agreement"), whereby Consultant agreed to provide general project management of the project, facilitation, and coordination of the Environmental and Historic Preservation (EHP) plan, marketing, and outreach for fuel management projects, and implementation of the fuel reduction projects for the 2022 Hazard Mitigation Grant Program; and

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to RFP: FIRE032501; and

C. County continues to need professional services in order to provide general project management of the project, facilitation and coordination of the Environmental and Historic Preservation (EHP) plan, marketing, and outreach for fuel management projects, and implementation of the fuel reduction projects for the 2022 Hazard Mitigation Grant Program and Consultant is willing to and able to continue to provide such services; and

D. County and Consultant now wish to amend the Agreement to update the Compensation and Fee Schedule to update budget allocations without change in the not to exceed contract amount.

TERMS

NOW, THEREFORE, County, acting through its Board of Supervisors, and Consultant hereby amend Agreement No. 250413B, as follows:

1. Paragraphs 3.1 of the Agreement as to Amount of Compensation is hereby amended in part to read as follows:

> **Amount of Compensation.** County shall pay Consultant for satisfactory performance of the scope of services, as follows:
>
> **3.1.1** Rates. County shall pay Consultant at the unit prices set forth in Exhibit B-1. Exhibit "B" is rescinded and replaced in full by Exhibit "B-1."

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B-1 Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in 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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

By _____
Joseph Nordlinger (Nov 4, 2025 08:13:30 PST)
JOSEPH NORDLINGER, CEO

By _____
Christopher Thompson (Nov 4, 2025 08:07:07 PST)
CHRISTOPHER THOMPSON, Board Chair

"CONSULTANT"

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: _Shana A. Bagley___ County Counsel Date: _October 30, 2025___	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

Phase I	
1.0 Initiation: Project Scoping	$334,000.00
2.0 Planning - Landowner Outreach & Agreements	$536,000.00
3.0 Planning - Environmental Clearance	$445,000.00
Phase II	
4.0 Project - Implementation	$468,000.00
Contingency	$178,300.00
TOTAL:	$1,961,300.00

Indirect costs may be billed at a 10% of Modified Total Direct Costs (MTDC). MTC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subcontract. MTDC excludes equipment, capital expenditures, rental costs, and the portion of each subcontract in excess of $50,000. Subcontractors will be billed based on actual invoice and overall contract is a not to exceed.

The Napa Communities Firewise Foundation
P.O. Box 2336 I Napa, CA 94558
https://napafirewise.org

2025-2026 Rate Sheet
PDM

POSITION	HOURLY RATE
NCFF	
Director of Wildfire Preparedness	$185.00
Defensible Space Coordinator	$100.00
Project Manager	$125.00
Sr. Director of Vegetation Operations	$215.00
Project Lead III	$170.00
Project Lead II	$155.00
Project Lead I	$145.00
GIS/Data Analyst	$110.00
Director of Corporate Services	$185.00
Grants & Projects Analyst I	$110.00
Grants & Projects Analyst II	$125.00
Marketing Manager	$125.00
Chief Executive Officer	$225.00
DYNAMIC PLANNING	
Principal/Project Manager	$170.00
Deputy Project Manager	$125.00
SEQUOIA	
Staff Biologist 1-3	$132.00-$143.00
Project Biologist 3	$176.00
Sr. Biologist 3	$209.00
Assistant Project Manager 3	$193.00
Project Manager 3	$209.00
Project Manager 6	$243.00
Sr. Project Manager 3	$276.00
Program Manager 3	$309.00
Principal 3	$342.00
Project Administrator	$149.00
Technical Editor 3	$187.00

Signature Requested: HMGP

Final Audit Report 2025-11-04

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