

AMENDMENT NO. 3
TO
NAPA COUNTY AGREEMENT NO. 230411B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 (“Amendment”) **OF NAPA COUNTY AGREEMENT NO. 230411B** is made as of this _____ day of November 2023, by and among 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 440B, St. Helena, California 94574, hereinafter referred to as “CONTRACTOR;”

RECITALS

WHEREAS, by Napa County Agreement No. 20411B (hereinafter referred to as “Agreement”), COUNTY engaged the services of CONTRACTOR to perform storm debris clearing services, in the public rights of way, on twenty-two (22) County roads in the Angwin area, which includes the cutting, clearing and disposal of brush and woody debris, as necessary, to protect public safety; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 25, 2023, in order to add additional right of way debris clearing along six (6) County roads, with no change to the Agreement duration or to the maximum compensation; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 21, 2023, refining the scope of the work, with no change to the Agreement duration or to the maximum compensation; and

WHEREAS, on September 13, 2022, the Napa County Board of Supervisors proclaimed a State of Local Emergency due to pervasive tree mortality in Napa County, pursuant to Resolution No. 2022-132; and

WHEREAS, the Napa County Board of Supervisors has, no less frequently than every 60 days since the adoption of Resolution No. 2022-132, adopted Resolutions continuing the State of Local Emergency due to pervasive tree mortality in Napa County and such State of Local Emergency is still in effect; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement to address Conflict of Interest Code requirements; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend Exhibit A, Scope of Work, to include the cutting and removal of dead standing trees that pose a public safety hazard along six (6) County roadways; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend Exhibit B-2, Compensation and Expense Reimbursement, of the Agreement increasing the maximum compensation by \$120,000 for a revised not-to-exceed amount of \$820,000.00.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Section 3(c) of the Agreement is deleted in its entirety and replaced with:
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of Eight Hundred and Twenty Thousand Dollars (\$820,000); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.
2. Section 23 of the Agreement is deleted in its entirety and replaced with:
 - (a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.
 - (b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office," "annual," and "leaving office" Statements of Economic Interest as a "consultant," as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.
3. Replace Exhibit A with Exhibit A-1, attached hereto and incorporated by reference herein, thereby expanding the scope of services to include the cutting and clearing of dead standing hazardous trees in the public rights of way;
4. Replace Exhibit B-2 with Exhibit B-3, attached hereto and incorporated by reference herein, thereby increasing the maximum compensation for Roadside Work to \$820,000, and adding the cutting and removal of dead standing trees along the public rights of way of Silverado Trail, Glass Mountain Road, Crystal Springs Road, Diamond Mtn. Road, Spring Mountain Road, and Langtry Road;
5. Except as provided above, all other provisions of the Agreement and its prior Amendment(s) shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, this Amendment No. 3 to Napa County Agreement No. 20411B was executed by the parties hereto as of the date first above written.

NAPA COMMUNITIES FIREWISE FOUNDATION

By 
CHRISTOPHER THOMPSON, Board Chair

By 
JOSEPH NORDLINGER, CEO
"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>November 9, 2023</u>	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: _____
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EXHIBIT “A-1”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Contractor shall provide services associated with the removal of tree debris within the COUNTY roadside right of ways. This includes, cutting, clearing and disposal of brush and woody debris, as well as dead standing hazardous trees, as necessary on various County roads. The services further include traffic control, signage and other ancillary support services as needed to complete work and protect public safety.

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-3”

COMPENSATION AND EXPENSE REIMBURSEMENT

COUNTY shall reimburse CONTRACTOR not more than monthly beginning in June 2023 upon receipt of a detailed invoice of expenditures and written report of activities performed.

CONTRACTOR shall use funds provided by COUNTY through this Agreement as follows:

1. Roadside Work (\$820,000)

Right of Way debris clearing along Howell Mountain, Ink Grade, White Cottage, Summit Lake, West Lane at White Cottage, Liparita, Cold Springs and Las Posadas Road.

Right of Way debris clearing along Sunset, Brookside, Diogenes, Sky Oaks, Manzanita, and McReynolds Drive.

Right of Way debris clearing along Washburn, College, Eastern Avenue.

Right of Way debris clearing along Newton, Clark and Smith Way.

Right of Way debris clearing along Toyon Street and Edgemont Place.

Right of Way debris clearing along Spring Mountain Road

Right of Way debris clearing along Soda Canyon Road.

Right of Way debris clearing along Partrick Road.

Right of Way debris clearing along Langtry Road.

Right of Way debris clearing along Sunnyside Road.

Right of Way cutting and removal dead standing hazardous trees along Silverado Trail, Glass Mountain Road, Crystal Springs Road, Diamond Mtn. Road, Spring Mountain Road, and Langtry Road.

Prior to start of work on each road, COUNTY will provide limits of the right of way and shall approve cost and scope of work for each individual road.