

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 240266B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 (“Amendment No. 1”) TO AGREEMENT NO. 240266B is made and entered into as of this _____ day of _____, 2024, by and between NAPA County, a political subdivision of the state of California, hereinafter referred to as “COUNTY,” and Dynamic Planning, LLC, doing business as Dynamic Planning + Science, whose mailing address is 19235 HWY 550, Montrose, Colorado 81401, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 240266B (“Agreement”) as of January 23, 2024, whereby CONTRACTOR agreed to provide specialized services in order to update Napa County’s Multi-Jurisdictional Hazard Mitigation Plan (“plan update”) under the terms and conditions set forth in the Agreement; and

WHEREAS, COUNTY wishes to expand the services to include two additional special districts in the plan update 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 scope of work and related compensation rates.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR hereby amend Agreement No. 240266B, as follows:

1. Paragraph 2 of the Agreement is hereby amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A.” Commencing on the date of this Amendment No. 1 as stated above, those services shall include all jurisdictions and special districts that are the subject of the Agreement and the two additional special districts, as set forth in Exhibit “A-1.” Exhibit “A” as attached to Agreement 240266B is incorporated by reference and Exhibit “A-1” is attached to this Amendment No. 1 and incorporated herein.

2. Paragraph 3 of the Agreement is hereby amended to read in full as follows:

Compensation.

- (a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work as set forth in Exhibit “A,” as to the jurisdictions and special districts that are the

subject of the Agreement and Amendment No. 1 and as identified in Exhibit "A-1" of this Amendment No. 1, COUNTY shall pay CONTRACTOR at the rate set forth in Exhibit "B-1." Exhibit "B-1" shall replace and supersede Exhibit "B" and is attached to this Amendment No. 1 and incorporated herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000) 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. **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. 3 and shall have the same force and effect as a manually executed original.


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

5. Except as provided in 1 through 4 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; signature page follows.]

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

DYNAMIC PLANNING, LLC

By 
ETHAN MOBLEY, Managing Member

"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>September 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 A-1

SCOPE OF WORK

The scope of work as delineated in Exhibit A of the Agreement applies to the following jurisdictions and special districts:

- City of American Canyon
- American Canyon Fire Protection District
- Napa County Flood Control and Water Conservation District
- City of Napa
- Howell Mountain Mutual Water Company
- Napa County Office of Education
- Napa Valley College
- Town of Yountville
- City of St. Helena
- City of Calistoga

As of the date of Amendment No. 1, the scope of work as delineated in Exhibit A of the Agreement shall also apply to the following special districts:

- Napa Sanitation District
- Napa Valley Transportation Authority

EXHIBIT “B-1”

COMPENSATION AND EXPENSE REIMBURSEMENT

The compensation described in this Exhibit applies to the plan updates for the following jurisdictions and special districts:

- City of American Canyon
- American Canyon Fire Protection District
- Napa County Flood Control and Water Conservation District
- City of Napa
- Howell Mountain Mutual Water Company
- Napa County Office of Education
- Napa Valley College
- Town of Yountville
- City of St. Helena
- City of Calistoga
- Napa Sanitation District
- Napa Valley Transportation Authority

Napa County

Dynamic Planning + Science Cost Proposal Hazard Mitigation Plan Cost Schedule

A. BURDENED LABOR COSTS

A.1. Personnel Cost Schedule

(Fully Burden Hourly Rates; Hourly Rate includes profit and overhead)

Labor Category	Name	Hr. Rate	Hours	Cost
Project Manager	Ethan Mobley, AICP	\$ 155.00	175	\$ 27,125.00
Sr. GIS Analyst	Brian Greer	\$ 145.00	260	\$ 37,700.00
Lead Planner	Daven Solis	\$ 130.00	300	\$ 39,000.00
Planning Staff	Cory Schreiner	\$ 110.00	280	\$ 30,800.00
Planning Staff	Raini Ott, CFM, AICP	\$ 95.00	300	\$ 28,500.00
GIS Analyst	Alex Krebs	\$ 95.00	300	\$ 28,500.00
Planning Intern	Cassidy Baumann	\$ 40.00	245	\$ 9,775.00
Total Hours and Cost			1,860	\$ 201,400.00

A.2. Project Milestone Schedule

Milestone	Hours	Cost	%
Project Management	93	\$ 10,070.00	5.0%
Task 1: Organize Resources	186	\$ 20,140.00	10.0%
Task 2: Hazard Identification and Profiling	186	\$ 20,140.00	10.0%
Task 3: Vulnerability Analysis	279	\$ 30,210.00	15.0%
Task 4: Develop Mitigation Actions	279	\$ 30,210.00	15.0%
Task 5: Prepare Draft Plan	465	\$ 50,350.00	25.0%
Task 6: Plan Review and Revision for Adoption	186	\$ 20,140.00	10.0%
Task 7: FEMA Submittal and Approval	186	\$ 20,140.00	10.0%
Total Hours and Cost	1,860	\$ 201,400.00	100%

LABOR TOTAL \$ **201,400.00**

B. DIRECT COSTS

B.1. Travel, Meetings, Advertisement

Item	Unit Type	# of Units	Cost/Unit	Total Cost
Mileage	Miles	250	\$ 0.55	\$ 137.50
Overnight Stay*	Each	4	\$ 125.00	\$ 500.00
Flights	Each	4	\$ 400.00	\$ 1,600.00
Meeting Supplies	Each	3	\$ 400.00	\$ 1,200.00
Total Travel, Meetings and Advertisement Costs				\$ 3,437.50

*Overnight Stay for; Planning Committee Meetings (2 person, 4 Nights)

B.2. Print Production and Shipping

Item	Unit Type	# of Units	Cost/Unit	Total Cost
Binding and Binders with Tabs	Each	15	\$ 25.00	\$ 375.000
FedEx Mail	Each	2	\$ 50.00	\$ 100.000
Color Prints 11x17	Each	250	\$ 0.33	\$ 83.000
Color Prints 8.5x11	Each	6,000	\$ 0.23	\$ 1,380.00
Large Scale Color Prints	Sq. Ft.	120	\$ 1.50	\$ 180.000
Total Reproduction Costs				\$ 2,118.000

DIRECT COST TOTAL \$ **5,555.50**

Total Project Cost

A. Total Burdened Labor Costs	\$ 201,400.00
B. Total Direct Costs	\$ 5,555.50

Total Project Cost \$ **206,955.50**

In-Kind Cost Summary

The in-kind service and cost equivalents below represent a 10% in-kind match to the project budget in labor hours or straight dollars.

Assumed City Labor Rates

\$150.00/hr

Anticipated In-Kind Service Schedule

Original Amount	Additional Cost
\$ 9,070.00	\$ 1,000.00
\$ 18,140.00	\$ 2,000.00
\$ 18,140.00	\$ 2,000.00
\$ 27,210.00	\$ 3,000.00
\$ 27,210.00	\$ 3,000.00
\$ 45,350.00	\$ 5,000.00
\$ 18,140.00	\$ 2,000.00
\$ 18,140.00	\$ 2,000.00
\$ 181,400.00	\$ 20,000.00

Labor Hr. Contribution	Straight Cost (No Labor Contribution)
13	\$2,014
13	\$2,014
7	\$1,007
7	\$1,007
34	\$5,035
34	\$5,035
13	\$2,014
13	\$2,014
134	\$20,140

In-Kind service estimate based on the assumed city rate shown above. Cost assumes no labor provided.

Anticipated In-Kind ODC Total:

\$ 1,389

Total In-Kind Cost

\$ 21,529