AMENDMENT NO. 2 TO

NAPA COUNTY AGREEMENT NO. 250180B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 ("Amendment No. 2") **TO AGREEMENT NO.** 250180B is made and entered into as of this 11th day of March 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Napa Communities Firewise Foundation, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, as of July 1, 2024, COUNTY and CONTRACTOR entered into Agreement No. 250180B ("Agreement"), whereby CONTRACTOR agreed to provide specialized services, as authorized by Government Code section 31000, in order to provide community outreach and education, consulting and support services, assistance with wildfire mitigation and fuel reduction projects, and to promote and assist Firewise communities to mitigate the effects of and be better prepared for wildland fires under the terms and conditions set forth in the Agreement; and

WHEREAS, COUNTY continues to need specialized services, as authorized by Government Code section 31000, in order to provide community outreach and education, consulting and support services, assistance with wildfire mitigation and fuel reduction projects, and to promote and assist Firewise communities to mitigate the effects of and be better prepared for wildland fires and CONTRACTOR is willing to and able to continue to provide such services; and

WHEREAS, COUNTY has the opportunity to work with California Department of Forestry and Fire Protection and CONTRACTOR to conduct maintenance of prior COUNTY fuel mitigation projects at significantly reduced rates; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to update the project schedule scope of services and the compensation to include additional maintenance of prior fuels mitigation projects for the amount of $123,250.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR hereby amend Agreement No. 250180B, as follows:

1. Paragraph 2, subd. (a), of the Agreement is hereby amended to read as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-1," attached hereto and incorporated by reference herein. Exhibit "A" is rescinded and replaced in full by Exhibit "A-1."

2. Paragraph 3, subdivisions (a) and (c), of the Agreement are hereby amended to read as follows:

Compensation.

(a) Rates. In consideration for CONTRACTOR's fulfillment of the promised work pursuant to the Amendment No. 2, COUNTY shall pay CONTRACTOR at the rate set forth in Exhibit "B-2," attached hereto and incorporated by reference herein. Exhibit "B-1" is rescinded and replaced in full by Exhibit "B-2."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of FOUR MILLION ONE HUNDRED AND TWENTY-THREE TOUSAND DOLLARS ($4,123,250.00) for professional services; 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. 2 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. 2 and shall have the same force and effect as a manually executed original.

4. This Amendment No. 2 shall be effective as of the date first written above.

5. Except as provided in paragraphs 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 PAG LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 2 was executed by the parties hereto as of the date first above written.

By _____
JOSEPH NORDLINGER, CEO

By Christopher Thompson
CHRISTOPHER THOMPSON, Board Chair

"CONTRACTOR"

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	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* (e-sign) County Counsel Date: February 26, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT "A-1"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

A. Community Wildfire Protection Plan and Standard Services

CONTRACTOR shall provide community-based wildland fire awareness programs designed to provide Napa County residents of high-risk communities with the knowledge and tools they need to survive wildfires. CONTRACTOR shall provide public outreach via workshops, newsletters, and literature to educate Napa County residents.

CONTRACTOR shall also provide outreach and support to new communities interested in forming a Fire Safety Council to manage and protect a given geographical area within Napa County. This support shall be ongoing for all councils for the life of the contract.

CONTRACTOR's services include, but are not limited to:

Wildfire Fuel Reduction Project mapping, monitoring, and reporting, supplies, equipment, database development with project partners, and cellular data plans for compliance with Cal Fire Grant and other grant tracking applications;
Wildfire Fuel Mapper database development and other applications, education, outreach, and monitoring;
County CWPP technical assistance and project environmental design, implementation, and management;
Support and outreach for all Napa County Fire Safe Councils;
Create community maps that identify projects or areas of concern;
Assistance with mitigation projects;
Grant application assistance;
Support and outreach to communities to obtain Firewise USA Recognition through National Fire Protection Association;
Hosting Home Ignition Zone Workshops and Community Meetings;
Maintaining the Firewise Website pages with respect to the Wildfire Preparedness Programs;
Producing relevant literature and newsletters; and
Napa County Expanded Plan Development.

II. GENERAL OBLIGATIONS

CONTRACTOR SHALL:

Report quarterly to the County Fire Administrator as to project commencement, completion with supporting imagery, location, project description with specific quantitative detail (i.e., acres

treated, barriers to timely project completion, cost overruns, number of workshops conducted) of the work performed, identify the CWPP project ID (where applicable), amount of property owner cost sharing, expenses, and any additional outside funds used to complete each project listed and source of said funds.

Obtain all permits and complete all required CEQA review, as necessary.

Obtain all landowner rights of access and agreements.

Comply with all labor and wage laws, competitive bidding as required. This includes obtaining three bids and awarding the project to the lowest responsible bidder for projects over $5,000 and using licensed contractors when required. Construction and maintenance projects require the payment of Prevailing Wage.

All subcontracts must be submitted to and approved by the Fire Chief and/or Fire Administrator or their delegee.

III. SCHEDULE

Contractor shall perform the Scope of Services for Section I.A., above, in accordance with this schedule:

Task or Milestone	Project ID	Est Completion Date	Budget
VEG Projects			
Angwin PUC WUI	AWFSC22.11	6/30/2025	$218,657.00
Butts Canyon Roadside Expanded	BEFSC24.06	6/30/2025	$109,328.00
Chiles Pope Valley Roadside Expanded	NCFFM23.01	6/30/2025	$327,985.00
Circle Oaks Perimeter Fuel Break	COFSC21.01	6/30/2025	$218,655.00
Crystal Springs Roadside Expanded	DPFSC23.02	6/30/2025	$153,060.00
Diamond Mt Roadside Expanded	DMFSC21.01	6/30/2025	$218,657.00
HWY 128 Roadside Expanded (Tubbs Lane to Sonoma County)	CSFSC23.01	6/30/2025	$327,985.00
Napa Open Space Berryessa Estates Maintenance	BEFSC21.06	6/30/2025	$218,657.00
Old Lawley Toll Road Expanded	CSFSC21.07	6/30/2025	$218,657.00
Old Howell Mtn Roadside Expanded	NCFFN22.01	6/30/2025	$207,724.00
Spring St Roadside Expanded	SHFSC22.01	6/30/2025	$54,644.00
American Canyon City Grazing	ACFSC24.01	6/30/2025	$109,328.00

Task or Milestone	Project ID	Est Completion Date	Budget
Wildhorse Valley Road Side Expanded	CWFSC24.01	6/30/2025	$163,933.00
Summit Lake Drive Roadside	AWFSC22.06	6/30/2025	$163,933.00
Wooden Valley Roadside Expanded	GVFSC21.01	6/30/2025	$218,657.00
2025 Spring Maintenance Projects		6/30/2025	$72,000
- Circle Oaks Perimeter Fuel Break			
- Silverado Country Club Perimeter			
- Silverado Eucalyptus Removal			
- Pacific Union College Pile Burning			
- Berryessa Estates Pile Burning			
- Berryessa Highlands			
- Linda Falls Terrace Pile Burning			
- St. Helena Hospital Pile Burning			
- Wall Road – Roadside Fuels			
- White Sulfur Springs Roadside			
- Gordon Valley Fuel Break			
- Lokoya Road – Roadside Fuels			
- Langtry Road – Roadside Fuels			
- Redwood-Partick Road – Tree Removal			
Potential Operational Delineation Maintenance		6/30/2024	$51,250
- Berryessa Estates			
- Berryessa Highlands			
- Circle Oaks			
- Timberhill			
- Lemon Hill			

Task or Milestone	Project ID	Est Completion Date	Budget
CEQA Projects			$300,000.00
Potential Operational Delineations	TBD	6/30/2025	
Residential Community Fuel Breaks	TBD	6/30/2025	
- Lemon Hill			
- Berryessa Pines			
- Berryessa Estates			
- Circle Oaks			

IV. 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-2"

COMPENSATION AND EXPENSE REIMBURSEMENT

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

BUDGET CATEGORY	BUDGET
TOTAL	**$ 4,123,250**
Fuel Mitigation Program	$ 3,053,250
Fuel mitigation program planning; funding strategy; landowner engagement; environmental compliance permitting; project implementation, monitoring, and reporting; grant management; associated supplies, and expenses. All salaries and wages, applicable fringe benefits, materials, supplies, and services related directly to the work performed under this program.	
Environmental Compliance	$ 300,000
Environmental compliance permitting for fuels projects as defined in the CWPP and approved by Fire Administration	
Wildfire Preparedness Program	$ 160,000
Wildfire preparedness program planning, strategy, and implementation, management and reporting; wildfire risk assessment; GIS modeling and mapping; Napa County CWPP expanded plan development and implementation tracking; wildfire fuel mapper customization for Napa County to support homeowner Defensible Space and Fuel Mitigation Project effectiveness, strategy and maintenance schedules; GIS model strategy development for fuel mitigation project monitoring and forest health restoration planning; grant management, public education, and communications; fire safe council creation and ongoing support; partnership development, organization, and coordination; content creation; wildfire preparedness program website development, website portals and landing pages for fire safe councils; social media; webinars; events. All salaries and wages, applicable fringe benefits, materials, supplies, and services related directly to the work performed under this program.	
Grant Writing & Funding Strategy Services	$ 100,000
Grant and funding opportunity identification and application writing; strategic fuel mitigation and wildfire preparedness project phasing, budgeting, and funding support services.	

Program and Project Personnel	$ 360,000
This includes all salaries and wages, applicable fringe benefits, materials, supplies, and services related directly to the work performed under this contract not directly attributed to the Fuels Mitigation Program or Wildfire Preparedness Program.	
Indirect Costs	$ 150,000
Costs that are not readily assignable to a particular project, but are necessary to the operation of NCFF. Indirect costs may be billed at 10% of Modified Total Direct Costs (MTDC). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subcontract (regardless of the period of performance of the subcontracts). MTDC excludes equipment, capital expenditures, rental costs, and the portion of each subcontract in excess of $25,000. Other items may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, at Napa County's discretion.	

Other than Program Management and Indirect Costs, CONTRACTOR may shift funding proportions for each budget category with approval by the COUNTY's Fire Administrator or designee.

CONTRACTOR shall bill at the rates as provided in the attached rate sheet.