

AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 250340B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) **TO AGREEMENT NO. 250340B** 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 March 11, 2024, County and Consultant entered into Agreement No. 250340B (“Agreement”), whereby Consultant agreed to provide professional services in order to facilitate management for the 2024 Local Pre-Disaster Mitigation Program Grant (LPDM) for the Lake Hennessey and Glass Mountain areas. This includes general project management, facilitation, and coordination of the Environmental and Historic Preservation (EHP) plan and implementation, planning, and executing marketing and outreach for fuel management projects and implementation of the fuel reduction projects; and
- B. Consultant was selected to provide professional services after a competitive process conducted pursuant to RFP: FIRE122403; and
- C. County continues to need professional services in order to provide professional services in order to facilitate management for the 2024 Local Pre-Disaster Mitigation Program Grant (LPDM) for the Lake Hennessey and Glass Mountain areas. This includes general project management, facilitation, and coordination of the Environmental and Historic Preservation (EHP) plan, implementation, planning, and executing marketing and outreach for fuel management projects, and implementation of the fuel reduction projects 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 Maximum Amount due to an error in the initial contract and the Compensation and Fee Schedule to remove Consultant markup and include 10% Modified Total Direct Costs (MTDC); and
- E. Consultant remains the lowest qualified responsive bidder with the updated Maximum Amount.

TERMS

NOW, THEREFORE, County, acting through its Board of Supervisors, and Consultant hereby amend Agreement No. 250340B, as follows:

1. Paragraph 3.1, of the Agreement is hereby amended in full 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.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000) provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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.

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

NAPA COMMUNITIES FIREWISE FOUNDATION

By 
JOSEPH NORDLINGER, CEO

By 
CHRISTOPHER THOMPSON, Board Chair

"CONSULTANT"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> County Counsel</p> <p>Date: <u>October 30, 2025</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 "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

PreAward

1.0 Initiation: Project Scoping	\$32,000.00
2.0 Planning - Environmental Clearance	\$167,000.00
3.0 Planning - Marketing & Outreach	\$36,600.00

Award

4.0 Project - Implementation	\$1,369,400.00
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Contingency	\$95,000.00
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TOTAL:	\$1,700,000.00
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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. SubConsultants will be billed based on actual invoice and overall contract is a not to exceed.



The Napa Communities Firewise Foundation

P.O. Box 2336 | 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: LPDM

Final Audit Report

2025-11-04

Created:	2025-11-04
By:	Robyn Bera (robyn@napafirewise.org)
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"Signature Requested: LPDM" History

-  Document created by Robyn Bera (robyn@napafirewise.org)
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