

THIRD AMENDMENT TO NAPA COUNTY AGREEMENT NO. 180111B

THIS THIRD AMENDMENT TO AGREEMENT NO. 180111B is made and entered into as of this 1st day of July, 2026 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and A&P HELICOPTERS, whose business address is 1778 Richvale Hwy, Richvale, California 95974, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on September 8, 2017, COUNTY, through its Purchasing Agent, and CONTRACTOR entered into Agreement No. 180111B (“the Agreement”) whereby CONTRACTOR agreed to provide COUNTY, and COUNTY agreed to pay CONTRACTOR for the provision of specialized services, as authorized by Government Code section 31000, in order to transport internal and external human loads, evidence and cargo to and from illicit clandestine rural marijuana growing operations in Napa County; and

WHEREAS, the Agreement was made by and through the County’s Purchasing Agent because the compensation to be provided to CONTRACTOR did not exceed the approval authority of the Purchasing Agent; and

WHEREAS, on July 1, 2020, the Board of Supervisors reviewed and approved an amendment to Agreement No. 180111B (“First Amendment to the Agreement”) to extend the term and revise the compensation provisions; and

WHEREAS, on July 1, 2023, the Board of Supervisors reviewed and approved an amendment to Agreement No. 180111B (“Second Amendment to the Agreement”) to extend the term and revise the compensation provisions; and

WHEREAS, the parties now wish to amend the Agreement to further extend the term and revise compensation provisions.

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth below.

TERMS

1) Paragraph 1 of the Agreement, entitled “**Term of the Agreement**” is amended to read in full as follows:

“1. Term of the Agreement.

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, unless terminated earlier in accordance with

Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30."

2) Paragraph 3 of the Agreement, entitled "**Compensation**" is amended to read in full as follows:

"3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2," attached hereto and incorporated by reference 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 SIXTY-FIVE THOUSAND FIVE HUNDRED dollars (\$65,500) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered."

3) All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

A & P HELICOPTERS, INC.

By *Vickie Compton*
VICKIE COMPTON, President and Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE, Chair of the Board of
Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: June 4, 2026</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>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-2”

COMPENSATION

The following rates apply for helicopter services in 2026. Helicopters are billed at the hourly rate indicated, rounded to the nearest tenth of an hour. Each hourly rate includes a qualified mechanic if necessary.

Billing commences when the helicopter starts and concludes upon shutdown. A minimum charge of three (3) billable hours per helicopter per day will apply.

Additional equipment is available for rental at the daily rates specified.

Helicopter Hourly Rates				
Make	Model	Passengers	*Payload (lbs)	Hourly Rate
Bell	206BIII	3	800	\$1,550
Bell	407	5	2,000	\$2,650
Bell	UH-1H	0	3,400	\$4,250
Bell	205	9	3,800	\$4,250
Bell	212S	9	3,800	\$4,250

*Payloads represented are maximums and decrease with altitude and temperature.

Truck Rates	
Type	Rate
Fuel Truck	\$1500/day
Delivery Truck	\$1000/day

Equipment Rates	
Equipment	Daily
Air Chair	\$500
Concrete Bucket	\$250
Wire Dolley	\$500
Heli-Stringer 3000	\$1500
Seed Bucket	\$500
Spill Containment	\$750

Other Rates	
Item	Rate
Overnight (per employee)	\$275/Day
Camera/Lidar Install	\$500

Delivery Fee: If a second truck is required to deliver equipment, a delivery fee will be charged at the listed rate.

Cancellation Policy: If flights are cancelled with less than 48-hour notice we will charge the 3-hour minimum charge for the associated helicopter.