

**AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. BOS-23-098**

This Amendment to Agreement No. BOS-23-098 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **MENDOCINO COUNTY FIRE SAFE COUNCIL**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-23-098 was entered into on March 10, 2023 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Amendment will become part of the Initial Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A, Definition of Services, to remove hazardous fuels reduction in Covelo, remove specific locations for CEQA Analysis, add roadside fuel reduction locations including Branscomb Road and/or Black Bart Trail, and Low Gap Road, add County-wide prescribed burn capacity enhancement, and add funding for an AmeriCorps/Grizzly Corps intern specializing in prescribed burn activities; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms, to include revised budget line-item totals.

NOW, THEREFORE, we agree as follows:

1. The Exhibit A, Definition of Services, set out in the Initial Agreement is hereby altered and a new Exhibit A is attached herein.
2. The Exhibit B, Payment Terms, set out in the Initial Agreement is hereby altered and a new Exhibit B is attached herein.

All other terms and conditions of the Initial Agreement shall remain in full force and effect.



**EXHIBIT A**  
**DEFINITION OF SERVICES**

- I. The County has been awarded the Mendocino County Fuels Reduction and Community Preparedness Project by CAL FIRE. The CONTRACTOR has been written into the grant application as the project partner to deliver the services within this AGREEMENT.
- II. CONTRACTOR shall provide the following services:
  1. Project management and coordination of the fuel reduction activities, community chipper days, and the CEQA analysis for future projects.
  2. Chipper days: curbside chipping program which allows residents anywhere in Mendocino County to clear defensible space around their homes and stack their brush on their parcel adjacent to the road. Once service is requested, a chipper and crew travel to the area and chip the cleared brush at no charge to the landowner. Chips are either broadcast on site or hauled to an appropriate disposal facility.
  3. Hazardous Fuels Reduction: conduct roadside fuels reduction, including brush clearing and vegetation thinning in the areas below.
    - a. Dos Rios Road: east of the community of Laytonville, California, providing roadside fuels reduction along Dos Rios Road.
    - b. Secure landowner access
  4. CEQA Analysis for Future Projects: conduct CEQA analysis including necessary botanical and archaeological consultations for five future projects four future roadside fuels reduction projects and one shaded fuel break project
    - a. Secure landowner access
  5. Branscomb Road and/or Black Bart Trail Fuel Reduction:
    - a. Roadside Fuel reduction on Branscomb Road starting at Laytonville and/or on Black Bart Trail. Both are COUNTY and CAL FIRE priorities. Clearing will include at least the 14.3 acres that cannot be done in Covelo.
  6. Low Gap Road Fuel Reduction:
    - a. Roadside Fuel reduction up to 60' from the center line on both sides of Low Gap Road, as shown on the map provided, starting on the East side at APN 15618001 and ending at the start of Mendocino Redwood Company-owned

property to the West, which is approximately 4.55 miles. The work will add roughly 55 acres to the grant accomplishments.

7. County-Wide Prescribed Burn Capacity Enhancement:

- a. A community meeting was held with CALFIRE, the COUNTY, and local fire experts to determine the best alternative for the planned Covelo roadside fuel reduction. The consensus decision was to provide training and support to increase prescribed burning capacity in the Covelo area. The COUNTY, therefore, proposes funding a focused effort to educate and train community members to facilitate prescribed burns and to educate the community about the need for prescribed burns in the Covelo area. This project may result in additional treated acres, if possible, given grant constraints.
- b. Fund an AmeriCorps/Grizzly Corps intern to specialize in helping with County-wide Prescribed Burn projects and community education.

III. For all services described in Exhibit A, Section II., performed after execution of the first Amendment, CONTRACTOR understands the execution of services may be subject to prevailing wage requirements, where appropriate.

1. CONTRACTOR acknowledges that COUNTY has not provided an analysis as to whether services subject to this Agreement in whole or in part may be subject to prevailing wage. For a determination of applicability of prevailing wages to work arising from this Agreement and funded therefrom, CONTRACTOR is advised to contact the Department of Industrial Relations (DIR) at DIR Prevailing Wage. It is CONTRACTOR's responsibility to budget for prevailing wages in their project cost when applicable.
2. CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its employees, officers and agents, from and against any claim, suit or action, including administrative actions, that arise out of CONTRACTOR's failure to comply with applicable federal, state, and local labor laws and against any action taken by the California Department of Industrial Relations.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

- I. COUNTY shall pay CONTRACTOR as per the following instructions.

1. CONTRACTOR shall be compensated at the billable rates below:

Executive Director	\$110 per hour
Senior Project Manager	\$110 per hour
Project Manager	\$100 per hour
Site Reviewer	\$100 per hour
Administrative Support	\$80 per hour

2. Estimated budget breakdown:

1. Project Management	\$41,623.50
2. Grant Reporting	\$15,255.86
3. Landowner Outreach	\$10,330.00
4. Procure CEQA Consultant	\$797.50
5. CEQA Analysis for Roadside Fuels Reduction	\$3,148.14
6. CEQA Analysis for Five Future Fuels Reduction Projects	\$39,508.00
6a. County-Wide PB Capacity Enhancement	\$28,000.00
7. Community Chipper Program	\$169,230.00
8. Roadside Fuels Reduction in Covelo	\$207,728.00
9. Roadside Fuels Reduction in Dos Rios Road, Black Bart Trail, and Low Gap	\$666,979.00

3. CONTRACTOR may move funds from the budget categories above at the discretion of the CONTRACTOR.
  4. CONTRACTOR shall submit monthly invoices describing the tasks performed, number of hours worked, and total charge. Billing for services is expected to be completed within thirty (30) days of service provisions.
  5. CONTRACTOR shall send invoices to [disasterrecovery@mendocinocounty.gov](mailto:disasterrecovery@mendocinocounty.gov) or to the address below.

County of Mendocino  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482  
Attn: Disaster Recovery

6. Mileage shall be paid at the IRS reimbursable rate.

7. Prevailing wage shall be paid when appropriate, in accordance with related State and Federal laws.
8. Payment under this Agreement shall not exceed One Million One Hundred Eighty-Two Thousand Six Hundred Dollars (\$1,182,600) for the term of this Agreement.

[END OF PAYMENT TERMS]