

**AMENDMENT NO. 1
NAPA NCGSA AGREEMENT NO. 230108B
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2025 by and between NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY and its Board of Directors, hereinafter referred to as “NCGSA”, acting by and through its Purchasing Agent, and NAPA COUNTY RESOURCE CONSERVATION DISTRICT whose business address is 1303 Jefferson Street, Suite 500B, Napa, California, 94559, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, NCGSA wishes to obtain specialized services, as authorized by Government Code section 31000, in order to support the Napa NCGSA Groundwater Sustainability Agency (NCGSA) and implementation of the Napa Valley Subbasin Groundwater Sustainability Plan (GSP) by participation in the GSP Technical Advisory Group (TAG); and

WHEREAS, CONTRACTOR is willing to provide such specialized services to NCGSA under the terms and conditions set forth herein; and

WHEREAS, because the aggregate compensation by NCGSA to CONTRACTOR through this and any prior agreements for the same services does not exceed \$73,400 annually and this Agreement does not exceed a total term, including renewals, of three (3) years, NCGSA's Purchasing Agent, or designee, is authorized by Napa County Code section 2.36.040(G) to execute this Agreement on behalf of NCGSA.

WHEREAS, NCGSA and CONTRACTOR now wish to amend the Agreement to amend the scope of services and compensation, as well as extend the term.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

1. Paragraph 1 is hereby amended to read in full as follows:
 1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, 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 NCGSA 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 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 2 is hereby amended to read in full as follows:

2. **Scope of Services.** CONTRACTOR shall provide NCGSA those services set forth in Exhibit “A-1”, attached hereto and incorporated by reference herein.

3. Paragraph 3 is hereby amended to read in full as follows:

3. **Compensation.**

- a. Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NCGSA shall pay CONTRACTOR at the rate of at the rates set forth in Exhibit “B-1”, attached hereto and incorporated by reference herein.
- b. Expenses. Travel and other expenses will be reimbursed by NCGSA upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit “B” and “B-1.”
- c. Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of THIRTY THOUSAND SIXTY THREE DOLLARS (\$30,063) for professional services and ONE THOUSAND DOLLARS (\$1,000) for expenses 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.

4. Except as otherwise provided in paragraphs 1-3 above, the terms and conditions of the Agreement shall remain in full force and effect.

(Signature page follows)

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

NAPA COUNTY RESOURCE CONSERVATION DISTRICT

By _____
LUCAS PATZEK, Executive Director

"CONTRACTOR"

NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY

By _____
ANNE COTTRELL, Chair
NCGSA Board of Directors

"NCGSA"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Chris R.Y. Apallas</i> Deputy County Counsel</p> <p>Date: May 9, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>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

CONTRACTOR shall provide NCGSA with the following services:

I. DESCRIPTION OF SERVICES

For purposes of this Exhibit “A-1”, references to “TAG” or “TAG Member(s)” shall mean “CONTRACTOR”.

Napa County Technical Advisory Group – Scope of Work

The Napa County Technical Advisory Group’s role is to provide well-informed, practical recommendations to the Napa County Groundwater Sustainability Agency (NCGSA) as GSP implementation occurs, considering the best available scientific information and best practices in groundwater management. The Technical Advisory Group (TAG) will perform its responsibilities in a science-based manner that avoids conflicts of interest and other limitations. In support of the TAG’s charge, NCGSA staff anticipate the TAG will:

- Meet regularly with NCGSA staff, technical consultants, and others as needed to perform its duties.
- Receive water resources/Napa Valley Subbasin Groundwater Sustainability Plan (GSP) data periodically for review and input related to conditions, trends, and findings relative to Subbasin groundwater and interconnected surface water conditions and GSP implementation.
- Provide input on the development and review of workplans related to GSP implementation.
- Provide input on monitoring data gaps described in the GSP and other data gaps that become apparent during GSP implementation.
- Assess when sustainable management criteria (SMC), as outlined in the GSP, approach or exceed triggers and/or SMCs and recommend appropriate management actions in response to triggers or SMC exceedances.
- Provide input on the prioritization and initiation of projects and management actions.
- Provide input on other groundwater resources management issues as requested by NCGSA staff.

During GSP implementation, the TAG will periodically prepare concise written recommendations to the NCGSA regarding focused groundwater management and policy issues. The TAG will submit concise written recommendations to the NCGSA, as well as written summaries of the range of TAG comments reflecting any areas of disagreement, for consideration in the final preparation of recommendations.

The TAG members are likely to perform and prepare the seven tasks/subtasks and deliverables described below. The level of effort and hours associated with the tasks are approximate and may vary based on actual hours needed to support NCGSA staff and the NCGSA. Table 1 summarizes the estimated task/subtask hours and approximate budget.

TASK 1: TAG AND OTHER MEETINGS

TAG members will meet regularly with NCGSA staff and the consultant team to discuss GSP implementation activities, including monitoring data collection and analyses, groundwater conditions and trends, monitoring needs and approaches and recommendations for addressing data gaps, the development of workplans as described in the GSP, and other efforts integral to successful GSP implementation. TAG meetings may include external advisors (outside experts) who can contribute additional topic-specific information and aid the TAG in providing well-informed input to matters relevant to GSP implementation and the NCGSA's policy decisions.

Task 1.1 Review Background Materials

The TAG will become familiar with the GSP and key GSP-related documents to perform the TAG's duties. This review focuses on an understanding of:

- Current characterization of basin conditions,
- Nine GSP-related monitoring networks, including discussion of data gaps and approaches for addressing data gaps,
- Sustainable management criteria, including definitions and the supporting rationale,
- Projects and Management Actions (PMAs) including the development of workplans recommended to initiate PMAs,
- Adaptive management approaches, including recommended SMC triggers and other TAG considerations to inform the TAG's development of recommendations to the NCGSA regarding PMAs.

The review of background materials is not an exhaustive review of all GSP-related documents. TAG review of other background documents/materials will also occur as part of other tasks.

Task 1.2 TAG Meetings

The TAG will attend approximately monthly to bimonthly meetings with additional special meetings as needed. TAG members will review briefing materials/draft information in advance of these meetings.

Task 1.3 Other Meetings

One or more TAG members may be asked to present the TAG's findings and recommendations at NCGSA meetings. As requested by NCGSA staff, one or more TAG members may attend community stakeholder meetings for non-scientist stakeholders, community members, elected officials, and policy makers to provide support to NCGSA staff and technical consultants.

Approximately two meetings per year may occur where a TAG member may be requested to attend.

TASK 2: PERIODIC REVIEW OF MONITORING DATA

The TAG will receive water resources/GSP data periodically for review and input related to conditions, trends, and findings relative to Subbasin groundwater and interconnected surface water conditions.

TAG members will review the data to aid in the formulation of potential groundwater management actions (Task 6). Based on TAG members' review of the monitoring program and nine monitoring networks described in the GSP, the TAG will provide input on additional monitoring needs anticipated to occur during the development of the new workplans outlined in GSP Section 11 (see also Tasks 3 and 4).

Periodically, the TAG will receive and review water resources data. The TAG will discuss information gained from these reviews and the relevance of these reviews to performance of Tasks 3, 4 and 6.

TASK 3: INPUT ON AND REVIEW OF IMPLEMENTATION OF GSP PLANS AND WORKPLANS

The TAG will provide input on and review the progress of the implementation of the approved workplans related to the GSP, including the Water Conservation, Groundwater Pumping Reduction, and the Interconnected Surface Water and Groundwater Dependent Ecosystems Workplan. Implementation of these workplans will continue through 2026 and beyond. The workplans were adopted by the NCGSA on March 26, 2024.

Task 3.1 Water Conservation Workplan

The Water Conservation (WC) Workplan is focused on groundwater resources within the Subbasin, many of the practices and tools outlined can be implemented throughout Napa County. The WC Workplan summarizes the opportunities, costs, and potential funding sources for achieving water conservation that results in a reduction in total groundwater pumping and a reduction in net depletion from the Subbasin aquifer system. The specific objectives of the Workplan are:

- Summarize current water use and water conservation practices in the Subbasin.
- .
- List and describe water conservation practices that may be expanded or adopted in the Subbasin by different water users.
- Identify technical assistance, funding opportunities, and other technical resources that are available for businesses and individuals seeking to implement water conservation practices.
- Describe how water conservation will be measured and monitored, and how businesses and individuals can assist.

This Water Conservation (WC) Workplan outlines water conservation practices that could be implemented to reduce groundwater pumping and achieve sustainability. This WC Workplan is a companion document to the Napa County Water Groundwater Pumping Reduction Workplan: Napa Valley Subbasin (GPR Workplan). The GPR Workplan describes water conservation measures, costs, and potential Subbasin-wide benefits of each measure.

Deliverable:

- Review and provide comments on implementation activities related to the Water Conservation Workplan.

Task 3.2 Groundwater Pumping Reduction Workplan

The GSP describes pumping reductions as a direct means of reducing the impacts of groundwater pumping on interconnected surface water and groundwater supply in the Subbasin. The GSPAC supported groundwater pumping reductions that would apply to all wells within the Subbasin that are not de minimis groundwater users (domestic residences that use less than 2 acre-feet of water annually). The GSP Section 11 summarizes the planned management action involving groundwater pumping reductions. Efforts to initiate pumping reduction could occur through increased water conservation practices on a Subbasin scale coordinated with the Water Conservation Plan.

The Groundwater Pumping Reduction Workplan: Napa Valley Subbasin (GPR Workplan) summarizes the actions, opportunities, and implementation plan for achieving water conservation that result in a reduction in total groundwater pumping and a reduction in net depletion from the Subbasin aquifer system. The specific objectives of the GPR Workplan are:

- Provide technical data, analysis, and a roadmap for implementing measures to reduce groundwater pumping in the Napa Valley Subbasin.
- Improve the understanding of groundwater use in the Subbasin and evaluate the effectiveness of pumping reduction measures for improving groundwater conditions and sustainability.
- Develop an adaptive management process, including implementing mandatory measures if voluntary measures are insufficient to achieve groundwater sustainability.
- Develop strategies that can achieve pumping reductions while supporting the Napa Valley community and regional economy.

Deliverable:

- Review and provide comments on implementation activities related to the Groundwater Pumping Reduction Workplan.

Task 3.3 Interconnected Surface Waters and Groundwater Dependent Ecosystems Workplan

The GSP identified the need to develop a workplan to guide the continued evaluation of data gaps related to the relationships between groundwater, interconnected surface waters (ISW), and groundwater dependent ecosystems (GDEs) (GSP Sections 5 and 11). The technical consultants developed the Interconnected Surface Water and Groundwater Dependent Ecosystems Workplan (ISW and GDEs Workplan) with input from the TAG and the Napa County Resource Conservation District, California Department of Fish and Wildlife, and National Marine Fisheries Services.

This Workplan is designed to address data gaps regarding ISW and GDEs to inform the refinement of sustainable management criteria for ISW in the Subbasin, which would initially occur as part of the GSP updates in 2027 and 2032. To better understand and quantify existing and historical streamflow characteristics and how they relate to GDE health in the Napa Valley Subbasin, the Workplan incorporates many aspects of the California Environmental Flows Framework (CEFF) (California Environmental Flows Working Group 2021, Stein et al. 2021). The overarching goal of the ISW and GDEs Workplan is to use physical and biological data coupled with hydrologic

modeling of groundwater levels and ISW to better understand the conditions required to protect and enhance healthy terrestrial and aquatic GDEs. In particular, the Workplan describes the steps needed to understand conditions necessary to:

1. Protect steelhead (*O. mykiss*) spawning, rearing, and migration in the watershed;
2. Support special status aquatic species; and
3. Protect terrestrial GDEs and special-status species.

Deliverable:

- Review and provide comments on implementation activities related to the Groundwater Pumping Reduction Workplan.

TASK 4: MONITORING NETWORKS AND IDENTIFYING AND ADDRESSING DATA GAPS

Based on TAG members review of the monitoring program and nine monitoring networks described in the GSP, the TAG will provide input on additional monitoring needs anticipated to occur during the development of the new workplans outlined in GSP Section 11. The TAG will provide input on monitoring data gaps described in the GSP and other data gaps as identified during GSP implementation. The TAG will also provide any recommendations, as needed, for implementing activities to address data gaps.

TASK 5: SMC AND POTENTIAL TRIGGERS, EXCEEDANCES AND RECOMMENDED ACTIONS

The TAG will receive groundwater and other monitoring data periodically. The TAG will assess when sustainable management criteria (SMC) may approach or exceed triggers and/or SMC as outlined in the GSP and will consider recommending management actions in response to triggers or SMC exceedances.

Deliverable:

- Review GSP Section 11 (including adaptive management approach) and provide comments on TAG role in assessing data and determining recommended actions in response to water resources conditions.
- Develop recommendations in response to triggers or SMC exceedances.

TASK 6: GSP IMPLEMENTATION AND PMAS

In coordination with other tasks, particularly Tasks 2 and 5, the TAG will provide input on the process for initiating projects and management actions, including the development of recommendations submitted to NCGSA staff and the NCGSA. The TAG will continue this effort, including consideration of water conservation approaches, methods to track and quantify the benefits of conservation efforts, and input on methods to expand utilization of conservation technologies and tools.

Deliverable:

- Review and provide comments on the process for determining initiation of PMAs, including the way the TAG will develop and submit recommendations to NCGSA staff and the NCGSA.

TASK 7: OTHER NCGSA SUPPORT AS REQUESTED

NCGSA staff may periodically request other support from TAG members to review and provide input regarding relevant studies, research, and/or other documents to support GSP implementation.

Task	Hours	Budget
Task 1: TAG and Other Meetings		
Task 1.1 Review Background Materials	12	\$1,408
Task 1.2 TAG Meetings	60	\$9,351
Task 1.3 Other Meetings	20	\$3,888
Task 2: Periodic Review of Monitoring Data	12	\$1,408
Task 3: Oversight and Workplan Implementation		
Task 3.1 Water Conservation Workplan	8	\$1,555
Task 3.2 Groundwater Pumping Reduction Workplan	8	\$1,555
Task 3.3 Interconnected Surface Waters and Groundwater Dependent Ecosystems Workplan	12	\$2,333
Task 4: Monitoring Networks and Identifying and Addressing Data Gaps	12	\$2,333
Task 5: SMC and Potential Triggers, Exceedances and Recommended Actions	20	\$3,888
Task 7: Other NCGSA Support as Requested	20	\$2,346
	Total	\$30,063

II. 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 NCGSA 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-1”

COMPENSATION AND EXPENSE REIMBURSEMENT

HOURLY RATES FOR COMPENSATION

NCRCD shall bill NCGSA and NCGSA shall compensate NCRCD for the services outlined in Exhibit A, in accordance with the following hourly rates for the NCRCD employees and/or contractors whose positions are noted:

Title	Billable Rate
Senior Project Manager	\$121.70
Finance and Administration Manager	\$129.02
Accounting and Administration Specialist	\$83.61
Executive Director	\$154.14

NCRCD adjusts its billable rates annually on July 1 and whenever there is a change in an employee’s underlying direct pay rate. On July 1, 2025, or whenever there is any other change to any of these rates or when new positions are added, NCRCD will notify NCGSA immediately, and with the approval of NCGSA’s PBES Director, their designee, NCRCD may implement such adjusted rates. In any case, NCRCD must still adhere to the budget limitations under “BUDGET” above.

EXPENSES

Expenses related to fulfilling the scope of work in Exhibit “A-1” include: mileage reimbursement, printing and binding.