

**AMENDMENT NO.1
NAPA COUNTY AGREEMENT NO. 230181B**

THIS AMENDMENT NO.1 OF NAPA COUNTY AGREEMENT NO. 230181B

(“Agreement”) is made and entered into on July 1, 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and The Regents of the University of California (hereinafter called “UNIVERSITY”), on behalf of its University of California Cooperative Extension, Napa County.

RECITALS

WHEREAS, under Napa County Agreement No. 230181B (hereinafter referred to as “Agreement”) entered as of September 7, 2022, COUNTY agreed to reimburse UNIVERSITY for payroll and related benefit and support expenses of a project scientist at the rates set forth in Exhibit “A”, as attached to the original Agreement, and attached hereto and incorporated by reference herein.

WHEREAS, COUNTY and UNIVERSITY wish to amend the agreement to modify the Period of Performance, Rates, and to clarify UNIVERSITY’S status as an independent contractor.

TERMS

NOW, THEREFORE, COUNTY and UNIVERSITY hereby agree to amend the Agreement as follows:

1. Paragraph 2 of the agreement is amended to read in full as follows:
 2. **PERIOD OF PERFORMANCE.** The term of this Agreement shall be retroactive to July 1, 2023, and continue through June 30, 2024. The term of this Agreement shall automatically renew for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed one additional year, 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 5 of the agreement is amended to read in full as follows:
 5. **RATES**
 - (a) COUNTY shall pay the UNIVERSITY a fixed amount of One Hundred and Eighteen Thousand Four Hundred and Fifty Dollars (\$118,450), upon receipt of invoice for full

amount for the first year of this Agreement. The cost for subsequent fiscal years is set forth in Exhibit "A." University's central accounting office shall submit one invoice per year to: Monica Cooper, UCCE Napa, 1710 Soscol Avenue, Suite 4, Napa, CA 94559, mlycooper@ucanr.edu. County shall make checks payable to "The Regents of the University of California", reference this agreement by number, and mail the payment to the following address:

UC Davis AR Lockbox
PO Box 741816
Los Angeles, CA 90074-1816

(b) The cost of subsequent fiscal years shall be adjusted by 3% for cost of living adjustment and is referenced in Exhibit A.

3. A new Paragraph 10 is added to read in full as follows:

10. **INDEPENDENT CONTRACTOR.** University shall perform this Agreement as an independent contractor. University and the officers, agents and employees of University are not, and shall not be deemed, County employees for any purpose, including workers' compensation and employee benefits. University shall, at University's own risk and expense, determine the method and manner by which duties imposed on University by this Agreement shall be performed; provided, however, that County may monitor the work performed by University. County shall not deduct or withhold any amounts whatsoever from the compensation paid to University, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, University shall be solely responsible for all such payments.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 1 is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by the University of California through its duly authorized officer.

REGENTS OF UNIVERSITY OF CALIFORNIA

By: Kimberly Lamar 9/8/2023
KIMBERLY LAMAR, Associate Director, ANR Office
of Contracts and Grants

"UNIVERSITY"

NAPA COUNTY, a political subdivision of
the State of California

By: _____
BELIA RAMOS, Chair
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Chris R.Y. Apallas</u> Deputy County Counsel</p> <p>Date: <u>August 30, 2023</u> PL Doc. No. 99519</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>
--	--	--

EXHIBIT A

Position Description

Project Scientist, Water Resources & Water Resiliency

UC Agriculture & Natural Resources, Cooperative Extension, Napa County

The Project Scientist makes significant and creative contributions to a research or creative project in their academic discipline. The appointee possesses the subject matter expertise and the creative energy necessary to function at a high level of competence. The appointee will participate in activities to increase, improve, or upgrade competency. Appointees with Project Scientist titles may engage in University and public service. They do not have teaching responsibilities. Although the Project Scientist is expected to work independently under the general guidance of an academic member with an independent research program they are not required to develop an independent research program or reputation. They will carry out research or creative programs with supervision by an individual in an academic title that carries with it automatic Principal Investigator status. The Project Scientist does not usually serve as a Principal Investigator but may do so by exception.

PURPOSE & CLIENTELE

Water is the life blood of California's economy and the underpinning of its diverse ecosystems. As such, water supply and water quality are critical issues facing the state's agricultural, urban, and natural ecosystems now and into the future. As a primarily rural area with a strong agricultural economy and commitment to open space, Napa County has a vested interest in ensuring a stable and reliable water supply for all stakeholders and encouraging water resiliency across our diverse ecosystems. The Project Scientist will be based at the UC Cooperative Extension facility in Napa County. And will be responsible for developing a technical research and diverse outreach program focused on water resources and water resiliency across Napa County's ecosystems, including agriculture, forestry, open space and urban. As such, the Project Scientist will interface with agriculturalists, public agencies, non-profit organizations, urban water users, and the public, as well as existing technical committees such as Napa County Groundwater Sustainability Agency (NCGSA) and the Watershed Information Center (WIC). The Project Scientist will acquire and share technical knowledge of surface and groundwater resources in Napa County, promote stewardship of these resources to meet the needs of competing users and natural systems, and work collaboratively to develop water resiliency strategies that can be implemented by stakeholders across the region.

MAJOR RESPONSIBILITIES

I. RESEARCH (55%)

Research activity (40%)

This position requires creative contributions to and collaborative development of an

active research program investigating topics relevant to water resources and resiliency. The candidate will develop collaborative teams with other UC ANR academics, campus-based specialists and faculty, and community-based stakeholders to determine and meet research goals and outreach objectives. The Project Scientist will design specific projects, including the selection of appropriate methods and techniques. In some cases, the candidate may supervise students or technicians regarding the technical aspects of the research, including methods development, trouble-shooting problems, interpreting results and planning follow-up experiments.

Publication (10%)

Either independently or in collaboration with the members of the research & outreach team, the Project Scientist will publish research results and management guidelines in peer-reviewed journals, newsletters, and other electronic and print resources that are accessible to professionals and the lay audience.

Funding (5%)

If the appointment is to continue beyond the period of County-based support, the candidate, in collaboration with the PI and research team, would seek other sources of funding to support the Project Scientists' salary and benefits, as well as those of any support staff. Options for funding support include competitive grants from state and federal agencies, as well as other sources such as donations or fundraising. The Project Scientist will assist in formulating proposals for funding from federal and state agencies and other funding organizations. The Project Scientist will interact with funding agencies and prepare reports, modifications of budgets and other reporting components as required by the granting agencies.

II. OUTREACH & PUBLIC SERVICE (40%)

The Project Scientist will engage in outreach activities that include presenting evidence-based assessments of water resources and water resiliency strategies. They will use communication methods that are responsive to stakeholders, and appropriate for the audience and situation, particularly with respect to race, culture, and ethnicity. In collaboration with UC colleagues, they will deliver impactful, evidence-based educational programs (seminars, workshops, field days) and resources (handouts, videos) to stakeholders including agricultural professionals, natural resource managers, public agencies, non-profit organizations, urban water users, and the public. They will engage with existing technical committees, such as NCGSA and WIC. As appropriate, the Project Scientist will act as a facilitator in the public policy arena to effectively bridge divergent interests around issues of water quality, sustainability, and resiliency.

III. PROFESSIONAL COMPETENCE AND ACTIVITY (5%)

The candidate will participate in professional societies and conferences appropriate to their discipline. The candidate will attend seminars to present research results and will give oral presentations to the public and to professionals in the agricultural and supporting industries.

IV. BUDGET

For FY 2022-2023 and FY 2023-2024, funding support for salary and administrative expenses (office space, vehicle, etc.) will be provided by Napa County, with an option to renew support for FY 2024-2025, based upon demonstrated outcomes and impacts. Personnel costs (salary and benefits) for FY 2022-23 are \$115,000. Projected personnel costs for FY 2023-24 are \$118,450 and for FY 2024-25 are \$122,000 (3% annual cost of living adjustment^{nt})