AMENDMENT NO. 1 OF NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 230007B (FC)AND NAPA COUNTY RESOURCE CONSERVATION DISTRICT AGREEMENT NO. 2022015

THIS AMENDMENT NO. 1 ("Amendment No. 1") OF NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 230007B (FC) is made and entered into as of the ______ day of _____, 2024, by and between the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California, hereinafter referred to as "DISTRICT," and NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a special district of the State of California, whose mailing address is 1303 Jefferson Street, Suite 500B, Napa, CA 94559, hereinafter referred to as "RCD."

RECITALS

WHEREAS, on June 21, 2022, DISTRICT and RCD entered into Agreement No. 230007B (FC) ("Agreement") for RCD to assist DISTRICT with maintenance of the Napa Valley Regional Rainfall and Stream Monitoring System ("ALERT System"), to carry out stream gauging work at select ALERT sites, to provide monitoring and modeling services for the District's Stream Maintenace Program (SMP) and other projects, and to support the Napa Countywide Stormwater Pollution Prevention Program ("NCSPPP"); and

WHEREAS, DISTRICT now wishes to continue to receive these services from RCD for fiscal year 2024-2025 and RCD is willing and able to supply such services; and

WHEREAS, DISTRICT and RCD desire to modify the provisions of the Agreement, to extend the term of the Agreement to June 30, 2025, with automatic renewal for four additional years, modify the scope of work and budget, and increase the maximum amount of compensation for fiscal year 2024-2025.

TERMS

NOW, THEREFORE, DISTRICT and RCD hereby agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended in full to read as follows:

Term of the Agreement. The term of this Agreement shall commence on June 21, 2022, and shall expire on June 30, 2025, 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 RCD to DISTRICT 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 four 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. Such notice of nonrenewal may be given on behalf of DISTRICT Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 2 of the Agreement is hereby amended in full to read as follows:

Scope of Services.

(a) RCD shall provide COUNTY those services set forth in Exhibit "A," attached hereto and incorporated by reference herein.

(b) Commencing July 16, 2024, RCD shall provide DISTRICT those services set forth in Exhibit "A-1," attached hereto and incorporated by reference herein.

3. Paragraph 3(c) of the Agreement is hereby amended to read as follows:

<u>Maximum Amount</u>. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of TWO HUNDRED SIX THOUSAND AND THREE HUNDRED FIFTY DOLLARS (\$206,350) for professional services and 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 expenses actually incurred.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

NAPA RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California

By

BRUCE BARGE, President of the Board of Directors

"RCD"

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California

By____

SCOTT SEDGLEY, Chair of the Board of Directors

"DISTRICT"

APPROVED AS TO FORM	ATTEST: TATIA WIELAND
RCD Legal Counsel	Secretary of the District Board
By: Deputy County Counsel	By:
Date:	

APPROVED AS TO FORM	APPROVED BY THE BOARD OF	ATTEST: NEHA HOSKINS
Office of District Counsel	DIRECTORS OF THE NAPA	Secretary of the District Board
	COUNTY FLOOD CONTROL AND	
By: Shana A. Bagley	WATER CONSERVATION	
Deputy County Counsel	DISTRICT	By:
Date: June 26, 2024	Date:	
	Processed by:	
	Deputy Secretary of the District Board	

EXHIBIT "A-1"

SCOPE OF WORK

I. DESCRIPTION OF SERVICES

During the period July 1, 2022, through June 28, 2025, RCD shall provide DISTRICT with the following services related to supporting the DISTRICT'S ALERT System, Watershed Maintenance Program, River Restoration Project(s) Monitoring, and Assessment Surveys and Reporting, the Napa Countywide Stormwater Pollution Prevention Program and Grant Acquisition Support:

TASK 1 – Watershed Maintenance Program Support

RCD shall, as budget allows, assist the DISTRICT with maintenance and upgrades of the Napa Valley Regional Rainfall and Stream Monitoring System ("ALERT System"), perform stream gauging and assist DISTRICT staff as needed with other field work necessary for the maintenance of stream channels in Napa County.

1.1 Support of the ALERT System.

Facilitate operation and maintenance of the ALERT System, including (as budget allows and as needed):

- Managing and updating the settings and content of the ALERT System website;
- Provide coordination and support among partner agencies, as needed; and
- Provide support to DISTRICT, contractors, and/or partner agencies during system improvement, expansion, and upgrade to ALERT 2 and/or repair projects, as needed; and
- Conduct stage-discharge monitoring as needed in order to calibrate data including, but not limited to, the following: remote communications/data monitoring, site visits for staff gage reading, and discharge measurements, gage maintenance, and datum point of zero updates, stage sensor testing, and calibration, stage-discharge rating updates, download, and processing of stage data, and generation of discharge data.
- 1.2 Support Stream Maintenance Program ("SMP").

Provide on-request stream channel/streambed surveying support, or other stream monitoring support, as needed to assist with DISTRICT channel maintenance activities or assessments. Specific scope-of-work to be developed in coordination with DISTRICT and within the constraints of the budget.

TASK 2 – Rutherford, Oakville to Oak Knoll, and Bale Slough Projects Monitoring and Assessment Surveys.

2.1. Annual Monitoring Report.

RCD shall assist District staff with data analysis and preparation Monitoring Reports for the Rutherford Restoration Reach of the Napa River, as requested and as budget allows. The report is expected to be completed by the end of each calendar year.

2.2 Oakville to Oak Knoll As-Needed Monitoring Support.

RCD shall assist District staff with monitoring surveys, data analysis, and preparation of annual Monitoring Reports for the Oakville to Oak Knoll Restoration Project as requested and as budget allows. Monitoring Tasks may include annual stream surveys, assessment of in-stream habitat structures, and channel thalweg and cross section profile surveys. The annual report is expected to be completed by the end of each calendar year.

2.3 Bear Creek - Bale Slough As-Needed Monitoring Support.

RCD shall assist District staff with monitoring surveys, data analysis, and preparation of annual Monitoring Reports for the Bear Creek- Bale Slough Restoration Project as requested and as budget allows. Monitoring Tasks may include annual stream surveys, assessment of in-stream habitat structures, and channel thalweg and cross section profile surveys. The annual report is expected to be completed by the end of each calendar year.

Deliverables: Tasks 2.1, 2.2 and 2.3: Survey field notes, final data; and applicable text/tables/figures for inclusion in Annual Monitoring Reports. All deliverables will be provided in electronic format.

TASK 3 – Napa Countywide Stormwater Pollution Prevention Program

DISTRICT is responsible for administering the Napa County-wide Stormwater Pollution Prevention Program ("NCSPPP") on behalf of the Phase II stormwater municipalities and other public agencies within Napa County. The NCSPPP was developed by the Phase II agencies to achieve compliance with applicable stormwater regulations. A portion of the NCSPPP activities include implementation of a public education and outreach program and implementation of a public involvement and participation program.

The RCD has many years of experience educating landowners and students in Napa County regarding water quality issues, conducting water quality monitoring, and coordinating volunteer activities including creek cleanup events. Due to this experience, the DISTRICT has entered into this Agreement to fund implementation by RCD of some of the monitoring and public education and outreach tasks of the NCSPPP.

In coordination with the DISTRICT'S Stormwater Program Manager, and as budget allows, RCD shall perform the following tasks during the period July 1, 2022, through June 30, 2023.

RCD staff will work with DISTRICT Stormwater Program Manager to modify outreach programs to respond to shelter-in-place orders in effect as a result of the Covid-19 pandemic. This could include migrating existing programs to virtual platforms.

3.1 Youth Water Quality Education $(E.7.a(ii)(j)^1)$.

RCD shall coordinate and deliver a youth education program for school-aged children regarding water quality, stormwater runoff, and actions to protect water quality and habitat in Napa County's watersheds.² The program shall include opportunities for in-class presentations and place-based experiential participation. Kindergarten through Community College classes throughout Napa County may participate in the program, however the focus of the program will be elementary-aged students. It is anticipated that 30 to 48 groups of students will receive inclass instruction and that up to 10 of those will also take advantage of the opportunity for place-based experiential participation. Place-based experiences may include but are not limited to community/waterway clean-ups, on-campus trash inventories, low impact development design projects, storm drain stenciling, water quality monitoring activities, and habitat restoration to protect water quality (E.8.(ii)(c)).

On behalf of NCSPPP, RCD staff, in conjunction with other interested agencies may assist in coordination of a workshop to train teachers in Napa County to utilize the Project WET (Water Education for Teachers) curriculum³, or an agreed upon alternative. Teachers attending the workshop will be introduced to at least two (2) stormwater related modules during the training workshop. It is anticipated that approximately 15 teachers will attend the training.

RCD shall provide opportunity for DISTRICT Stormwater Program Manager to review and provide input to in-class instruction, lesson plans, and field experiences.

A concerted effort will be made to provide youth education in proportion to the combined percentage of population and Benefit Assessment Unit ("BAU") of the NCSPPP members according to the table below. As budget allows, additional classroom presentations may be provided to any NCSPPP participant upon request and with approval by the DISTRICT Stormwater Program Manager.

	Am. Can.	Napa	Yountville	St. Helena	Calistoga	County
In-class presentations	3 - 6	13 -	3 - 6	3 - 6	3 - 6	4*
		20				

¹ References to Section E relate to the Public Education and Outreach minimum control measures of the NPDES stormwater permit.

² Youth Water Quality Education will be offered as part of the RCDs LandSmart for Kids Clean Water Initiative <u>www.landsmart.org</u>.

³ Project WET is an award-winning program that promotes awareness, appreciation, knowledge, and stewardship of water resources through the dissemination of classroom-ready teaching aids that are designed to enhance existing curriculum and are aligned to state content standards. This workshop and curriculum will "provide independent, parochial, and public schools with materials to effectively educate school –age children about storm water runoff and how they can help protect water quality habitat in their local watersheds." Project WET implements stormwater permit section E.7.a(ii)(j).

*Yountville, St. Helena, and Calistoga's pro-rata share based on combined population and BAU is less than 1 each but have been rounded up to 1.

3.2. Clean-Up Events (E.8(ii)(c)).

In coordination with DISTRICT, RCD shall coordinate a minimum of two (2) volunteer creek clean-up events including an event to coincide with California Coastal Cleanup Day (at an estimated 10 sites) and a clean-up event to coincide with Earth Day (at an estimated 4 sites). In addition, RCD may assist jurisdictions in coordinating other types of town clean up events in jurisdictions with little to no publicly accessible creek property. A concerted effort will be made to provide clean-up events in proportion to combined percentage of population and BAU of the NCSPPP members according to the table below. As budget allows, additional clean up events may be provided to any NCSPPP participant upon request and with approval by the DISTRICT Stormwater Program Manager.

Coordination of these events includes but is not limited to community outreach for volunteer recruitment, recruitment and training of site-captains, management of supplies, coordination of waste disposal, and reporting of quantities and types of material removed from creeks, number of volunteer participants, and total volunteer hours.

	Am. Can.	Napa	Yountville	St. Helena	Calistoga	County
Clean-up Sites	1	6	1	1	1	4

3.3 Community Events Tabling.

RCD shall assist the DISTRICT Stormwater Program Manager with community outreach and events. RCD shall promote stormwater pollution prevention, make stormwater program information easily available to the public at the Earth Day event in the City of Napa, and at other local venues as appropriate, as requested by the DISTRICT Stormwater Program Manager, and as budget allows.

3.3.a Spanish Language Outreach

RCD shall assist the DISTRICT Stormwater Program Manager in conducting Spanish language community outreach at events such as the Earth Day event in the City of Napa, and at other local venues as appropriate, as requested by the DISTRICT Stormwater Program Manager, and as budget allows.

3.4 Public Involvement and Participation.

RCD shall assist NCSPPP in involving the public in activities consistent with NCSPPP's education and outreach strategy and priority water quality concerns. RCD staff shall create opportunities for citizens to participate in the implementation of best management practices ("BMP") by coordinating stormwater pollution prevention activities and encouraging

volunteerism in the community (E.8.(i) and E.8.(ii)(c)). Activities will focus on water quality priorities including but not limited to:

- proper disposal of pet waste;
- practices to reduce discharges from organized car washes (E.7.a.(ii)(k) and (l));
- mobile cleaning and pressure washing operations (E.7.a.(ii)(k) and (m));
- benefits of water-efficient and storm water-friendly landscaping (E.7.a.(ii)(g));
- landscape irrigation (E.7.a.(ii)(g) and (k));
- proper application of pesticides, herbicides, and fertilizers (E.7.a.(ii)(i));
- practices to reduce illicit discharges and information about illicit discharge reporting (E.7.a (ii)(h));
- curriculum for school-age children regarding storm water runoff and protection of water quality (E.7.a.(ii)(j)); and
- pool and spa care.

Workshops, work days, training events, tours, educational presentations, BMP factsheets, and direct outreach to identified audiences are the types of activities that may be coordinated and implemented by the RCD to support public involvement and participation.

3.5 Trash Collection Coordination.

RCD shall assist NCSPPP by coordinating the activities of local citizen groups in collecting trash in and around the Napa River. Specifically, RCD will assume responsibility for the management, community outreach, and further branding of Waterways Keepers ("WWK"), a coalition of Napa Valley CanDo, Napa RCD, Friends of the Napa River, and the DISTRICT. WWK has helped to organize community cleanups throughout the City of Napa as well as supporting the annual Earth and Coastal Cleanup Days. RCD will: correspond with city staff for proper permits and access to monthly cleanups sites at proposed locations at Oxbow Commons and Kennedy Park, collaborate with/outreach to local businesses and community groups for participation, perform outreach for volunteer recruitment, and endeavor to host a WWK webpage on the Watershed Information & Conservation Council and/or Napa RCD website.

3.6 Outfall Assessment.

RCD shall conduct the tasks below in support of monitoring priority outfalls to be determined by the DISTRICT Stormwater Program Manager in cooperation with the regulated municipalities. RCD shall conduct these tasks consistent with the timeline, assumptions, and local/municipal stormwater responsibilities described below.

Obtain list of priority outfalls from DISTRICT Stormwater Program Manager and use the information to plan a detailed project schedule (to complete by July 30, 2022); obtain necessary permission to access outfalls if necessary (this will necessitate coordination with local stormwater program staff); photograph each outfall so that it can be used to track operation and maintenance needs over time; while conducting outfall monitoring, if dry weather flow or ponding is found during site visit, use field water quality testing equipment to analyze water

samples for indicator parameters⁴; if sampling results do not exceed the action level concentrations described in the permit, such results will be noted and no further action will be taken. If water quality results exceed the action level concentrations described in Table 2, p. 35 of the permit, NCRCD staff will immediately inform the municipality in question by contacting the contact person(s) named below:

- American Canyon: Erica Ahmann Smithies, Pam Phillips
- City of Napa: Stephanie Emmonds
- Napa County: Patrick Ryan, Jeff Skinner
- Yountville: Erica Rodgers, Larry Handcock
- St. Helena: Eric Janzen, Ian Dale
- Calistoga: Hamid Heidary, Derek Rayner

RCD will then attempt to trace and investigate the source of the illicit discharge for a period not to exceed 2 hours. RCD may seek the assistance of Napa County Planning/GIS to provide land use information and/ or mapping of the area from which the discharge originates. If, during the course of the 2-hour investigation, a source(s) of the illicit discharge is found, RCD will note source location (preferably by address, if available) and provide this information to the appropriate person(s) named above immediately upon concluding the investigation. Local municipal staff will then be responsible for follow-up investigation and corrective actions as required in permit section E.9.d (ii)(a-e) and described below under "Local Stormwater Program Tasks." If no source of the illicit discharge is found, the site will be noted as "unidentified source," and RCD will contact the appropriate person(s) named above, who will be responsible for further monitoring or action.

Provide all outfall photographs, outfall sampling data, equipment calibration records, and water quality information to local municipal stormwater staff to manage. Prepare one memo-style final report documenting the methods and results of the 2022 dry-weather storm drain outfall assessment for submittal to NCSPPP.

Purchase refills for NCSPPP-owned test kits, provide RCD-owned multi-parameter water quality meter, and calibrate and maintain all field sampling equipment, test kits, and supplies necessary to conduct all tasks. Meter calibration will be performed daily and recorded on the field data sheets.

RCD shall conduct Task 3.6 consistent with the timeline, assumptions, and local/municipal stormwater responsibilities described below.

Timeline and Assumptions

RCD will complete most planning tasks by July 30, 2022, with some assistance from local stormwater staff.

RCD will complete the field tasks listed above using available, qualified staff.

⁴ Ammonia, color, conductivity, detergents/surfactants, hardness, pH, potassium, and turbidity.

Fieldwork will begin around August 2022 and is expected to be completed by October 31, 2022. Outfall inventory data, photo library, sample analysis results in tabular format, and final report will be delivered to the NCSPPP Manager for distribution by December 15, 2022.

Assumptions for fieldwork:

Total *estimated* number of municipally owned outfalls countywide that will be identified as a priority for monitoring: 162. If the number of outfall sites exceeds this estimate, then the budget may need to be adjusted accordingly. Approximately 10% to 20% of the outfalls will be flowing or will have ponded water during the dry weather outfall inventory (this includes natural groundwater, over-irrigation, swimming pool releases, and other non-stormwater sources). If more than 20% of the outfalls are flowing then the budget may need to be adjusted accordingly. Time needed to conduct a site visit, photo document, and verify coordinates for each outfall assumed not to have any dry weather flow or ponding is estimated at 0.5 hours. Time to complete all tasks at each of the outfalls expected to have dry weather flow or ponding that require field sampling is estimated at 2.6 hours. Sampling visit times are based on test equipment manufacturer's guidelines and additional time (up to 2 hours maximum) for source tracking.

Local/Municipal Stormwater Coordinator Tasks

July 2022: Provide information on priority outfall locations to RCD staff.

July 2022: If necessary, assist RCD staff with locating priority municipally owned and operated outfalls.

July – October 2022: If necessary, provide assistance to RCD staff in obtaining outfall access information and necessary access permissions.

July – October 2022: Conduct source Investigations and Corrective Actions as required in permit section E.9.d(ii)(a-e), below, upon notification by RCD staff.

Implementation Level

At a minimum, the Permittee shall conduct an investigation(s) to identify and locate the source of any suspected illicit discharge within 72 hours of becoming aware of the suspected illicit discharge. For investigations that require more than 72 hours, the Permittee shall identify the actions being taken to identify and locate the source of the suspected illicit discharge.

Non-storm water discharges suspected of being sanitary sewage and/or significantly contaminated shall be investigated within 24 hours.

The Permittee shall prioritize investigations of suspected sanitary sewage and/or significantly contaminated discharges over investigations of non-storm water discharges suspected of being cooling water, wash water, or natural flows.

Report immediately the occurrence of any flows believed to be an immediate threat to human health or the environment to local Health Department.

Determine and document through its investigations the source of all non-storm water discharges. If the source of the non-storm water discharge is found to be a discharge authorized under this General Permit, or authorized under another NPDES permit, no further action is required.

Corrective Action to Eliminate Illicit Discharge – Once the source of the illicit discharge has been determined, the Permittee shall immediately notify the responsible party of the problem and require the responsible party to conduct all necessary corrective actions to eliminate the nonstorm water discharge within 72 hours of notification. Upon being notified that the discharge has been eliminated, conduct a follow-up investigation and field screening to verify that the discharge has been eliminated using BMPs or some other corrective action. The Permittee shall document its follow-up investigation. The Permittee may seek recovery and remediation costs from responsible parties or require compensation for the cost of field screening and investigations. Resulting enforcement actions shall follow the program's Enforcement Response Plan as specified in E.6.c.

Dates TBD: Review photo documentation and data collected during dry weather flow monitoring.

Deliverables Tasks 3.1 through 3.6: Monthly invoices and reports summarizing activity by task including, where feasible information pertaining to jurisdiction(s) directly served, list of participating schools and classes, list of place-based experiences provided and schools participating, training workshop flyers and registration information, electronic versions of draft and final outreach materials (optional), summary statistics from clean-up events (e.g., site locations, number of volunteers, images, amount of trash collected, etc.), name of community events where RCD represents NCSPPP, outreach strategies for specific pollutants of concern, an updated storm drain outfall assessment geodatabase containing all outfall locations, assessment results, photographs, meter calibration records, and dry-weather storm drain outfall assessment annual report, monitoring report(s) associated with implementation of the Napa River Sediment TMDL Monitoring Program.

3.7 Design Support for Culvert Replacements.

RCD previously produced a report for Napa County in June 2014 entitled "Assessment of the Stream Crossings along County-Maintained Roads in the Napa River Watershed" in which a number of culverts and stream crossings were prioritized for future replacement. Napa County has embarked on a process to replace or repair those culverts and stream crossings that were prioritized as "high" and "high/medium culvert" in the report. In this task, RCD shall assist District staff with potentially reprioritizing some culvert replacements as well as assist with the design of certain culvert replacement projects. This task would be performed on an "as-needed basis" and only upon the explicit direction of District staff.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by RCD for or under the direction of DISTRICT 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"

BUDGET AND COMPENSATION BUDGET

Task Area	Labor	Expenses	Total
1 Watershed Maintenance Dramon Summer	4		
1. Watershed Maintenance Program Suppor 1.1 Support of the ALERT System	\$32,000	\$1,000	\$33,000
1.2 Support Stream Maintenance	\$52,000	\$1,000	ψ33,000
Program	\$10,500	\$150	\$10,650
Subtotal Task 1:	\$42,500	\$1,150	\$43,650
2. Napa River Restoration Monitoring and A	Assessment Surv	vey	
2.1 Rutherford Reach Annual Monitoring Report	\$3,500	\$0	\$3,500
2.2 Oakville to Oak Knoll Monitoring Support	\$33,500	\$1,200	\$34,700
2.3 Bear Creek - Bale Slough	\$19,000	\$1,000	\$20,000
Subtotal Task 2:	\$56,000	\$2,200	\$58,200
3. NCSPPP Support			
3.1 Youth Water Quality Education	\$21,120	\$2,200	\$23,320
3.2 Clean-up Events	\$21,450	\$2,200	\$23,650
3.3 Community Event Tabling	\$5,830	\$770	\$6,600
3.3 a Spanish Language Outreach	\$2,000	\$200	\$2,200
3.4 Public Involvement & Participation	\$9,900	\$1,650	\$11,550
3.5 Trash Collection Coordination	\$6,325	\$0	\$6,325
3.6 Outfall Assessment & Monitoring			
a. American Canyon	\$2,637	\$245	\$2,882
b. City of Napa	\$10,518	\$977	\$11,495
c. Town of Yountville	\$2,435	\$227	\$2,662
d. St. Helena	\$2,435	\$227	\$2,662
e. Calistoga	\$2,738	\$254	\$2,992
f. County of Napa	\$2,435	\$227	\$2,662
3.7 Design Support for Culvert			
Replacements	\$5,500	\$0	\$5,500
Subtotal Task 3:	\$95,324	\$9,176	\$104,500
GRAND TOTAL	\$193,824	\$12,526	\$206,350

Notes:

1. Monitoring equipment will be billed at a per diem rate of \$50 for Task 3.6. All mileage reimbursement will be charged consistent with federally approved rates.

2. With the approval of DISTRICT'S Flood Control and Water Resources District Manager, the budget for sub-tasks of Tasks 1, 2, and 3 may be changed so long as the overall totals for each task do not increase.

3. Expenses may include mileage reimbursement, advertising, printing and binding, monitoring and other field supplies, and other project related expenses approved by the DISTRICT'S Flood Control and Water Resources District Manager.

HOURLY RATES FOR COMPENSATION

RCD shall bill DISTRICT, and DISTRICT shall compensate RCD, in accordance with the following maximum hourly rates for the RCD employees and/or contractors whose positions are noted:

Name	Title	Billable Rate
Ashton, Danielle	Coordinator	\$82.47
Birmingham, Bill	Program Manager	\$135.20
Blank, Paul	Senior Environmental Scientist	\$133.60
Blodorn, Alison	Program Manager	\$118.89
Byro, Monique	Project Manager	\$88.92
Garcia, Miguel	Sustainable Agriculture Program Manager II	\$106.02
Knapczyk, Frances	Program Director	\$137.40
Kvitek, Ashley	Project Manager	\$101.22
McKee, Eric	Project Manager	\$105.01
Patzek, Lucas	Executive Director	\$139.01
Perales, Martin	Environmental Scientist II	\$104.51
Stahel, Ruby	Project Manager	\$105.27
Wieland, Tatia	Accounting and Administration Specialist	\$93.30
Wilbanks, Alex	Project Manager	\$99.19
Zamora Fuentes, Diana	Accounting and Administration Specialist	\$74.76

RCD billable rates include indirect and operations expenses. RCD adjusts its billable rates annually on July 1 and whenever there is a change in an employee's underlying direct pay rate. If there is any change to any of these rates or if additional personnel are added, RCD will notify DISTRICT immediately, and with the approval of DISTRICT's Watershed and Flood Control Manager, RCD may implement such adjusted rates. In any case, RCD must still adhere to the budget limitations under "BUDGET" above.