

**NAPA COUNTY AGREEMENT NO. 200362C**

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 200362C** is made and entered into as of this \_\_\_ day of June 2021, by and between the Napa County Groundwater Sustainability Agency and its Board of Directors, hereinafter referred to as "NCGSA", and Concur, Inc. "a California corporation", whose mailing address is 1832 Second Street, Suite N, Berkeley, CA.94710, hereinafter referred to as "CONTRACTOR".

**RECITALS**

**WHEREAS**, on April 20, 2020, NCGSA and CONTRACTOR entered into Napa County Agreement No. 200362C (Agreement) in order to support the facilitation of the Groundwater Sustainability Plan Advisory Committee (GSPAC) and the public outreach effort associated with the development of a Groundwater Sustainability Plan (GSP) including strategic planning and implementation; and

**WHEREAS**, on June 9, 2020, NCGSA and CONTRACTOR amended the Agreement to increase the maximum payment amount allowable under this Agreement to add services to support the timely development of a GSP for the Napa Valley Sub-basin by January 2022; specifically, adding capacity to provide facilitation services to the GSPAC, including meeting support and facilitation, strategic planning, guidance on ad hoc workgroup creation, review and coordination of technical presentations and draft recommendations, preparation of a draft and revised stakeholder communication and engagement plan, and project management support; and

**WHEREAS**, on December 15, 2020, NCGSA and CONTRACTOR amended the Agreement to increase the maximum payment amount allowable under this Agreement to add additional facilitation and strategic planning services to support the work of the Groundwater Sustainability Plan Advisory Committee (GSPAC); including facilitation of ad hoc subcommittees (Workgroup) of the GSPAC, review and guidance on GSPAC technical presentations, preparation of memorandums and related monthly meeting agenda materials, and assistance with strategic stakeholder engagement and outreach.

**WHEREAS**, NCGSA and CONTRACTOR now wish to amend the Agreement to increase the maximum payment amount allowable under this Agreement to complete facilitation of strategic planning services, project management and to guide technical advisor to the Facilitation Team.

**TERMS**

**NOW, THEREFORE**, NCGSA and CONTRACTOR amend Agreement No. 200362C as follows:

1. Paragraph 2 is amended to read in full as follows:

**Scope of Services.** CONTRACTOR shall provide NCGSA those services set forth in Exhibit "A-2" attached hereto.

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

**Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NCGSA shall pay the CONTRACTOR at the hourly rates specified in Exhibit "B-2."

(b) Expenses. Expenses related to fulfilling the scope of work in Exhibit "A-2" will be reimbursed by NCGSA at cost, upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the policy set forth in Exhibit "B-2."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of FOUR HUNDRED AND THIRTY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS (\$439,920.00) for professional services including expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered and reimbursable expenses actually incurred.

3. Except as otherwise provided herein, the terms and conditions of Agreement 200362C shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment No. 3 of Agreement 200362C was executed by the parties hereto as of the date first written above.

CONCUR, INC.

By   
SCOTT McCREARY, Ph.D., President/Secretary

"CONTRACTOR"

NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY

By \_\_\_\_\_  
ALFREDO PEDROZA, Chair  
NCGSA Board of Directors

"NCGSA"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Chris R.Y. Apallas</i> NCGSA Counsel</p> <p>Date: May 26, 2021</p>	<p>APPROVED BY THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Directors</p> <p>By: _____</p>
--	---	--

47815.docx

EXHIBIT "A-2"

CONCUR Scope of Work

Facilitation Services for Groundwater Sustainability Plan Advisory Committee  
(see Task Descriptions in Exhibit B-2)

<b>Phase 1</b>	
Task 1; Support Formation of Advisory Committee	\$8,000.00
Task 2; Devise Advisory Committee coordination Protocols	\$7,200.00
Expenses	\$0.00
Subtotal:	<u>\$15,200.00</u>
<b>Phase 2</b>	
Task 3: Convene and Facilitate Monthly GSPAC Meetings	\$238,650.00
Task 4: Conduct Ongoing Strategic Planning	\$26,000.00
Task 5: Ongoing Project Management	\$23,700.00
Task 6: Advise on Implementation of Communication and Engagement Plan	\$13,000.00
Task 7: Structure and Guide Technical Analysis Supporting GSPAC Facilitation	\$44,800.00
Task 8: Guide FAQ Development, Review and Guide Technical Briefings, and Prepare Concise Memos on Strategic Planning Issues	\$45,250.00
Task 9: Guide and Engage Senior Technical Advisor to Facilitation Team	\$32,600.00
Subtotal:	<u>\$424,000.00</u>
<b>GRAND TOTAL</b>	<b><u>\$439,920.00</u></b>

EXHIBIT "B-2"

CONCUR Compensation Rates and Expense Reimbursement

Facillitation Services for Groundwater Sustainabililty Plan Advisory Committee Task Descriptions

Task Description Phase 2	Personnel	Rate	Hours	Total
<b>Task 3: Convene and Facillitate Monthly GSPAC Meetings</b>				
3.a. In consultation with Napa County staff and technical consultants, prepare agendas and supporting materials for 3-hour GSPAC meetings. Preview technical presentations. Conduct brief mid-course interviews with GSAPC members.	Principal	\$250.00	120	\$30,000.00
	Senior Affiliate	\$200.00	80	\$16,000.00
	Associate/Affiliate	\$150.00	110	\$16,500.00
	<i>Subtask Subtotal</i>			\$62,500.00
3.b. Convene, and actively facilitate meetings of GSPAC; includes set up, real-time information synthesis, and note-taking; debrief with Napa County staff and Chair and Vice Chair.	Principal	\$250.00	22	\$5,500.00
	Senior Affiliate	\$200.00	22	\$4,400.00
	Associate/Affiliate	\$150.00	22	\$3,300.00
	<i>Subtask Subtotal</i>			\$13,200.00
3.c. Draft meeting summaries. Circulate draft to Napa County staff; Chair, Vice Chair; incorporate edits. Circulate to GSPAC for review. Review GSPAC member comments. Finalize summaries for Agenda packet and adoption as Minutes.	Principal	\$250.00	24	\$6,000.00
	Senior Affiliate	\$200.00	10	\$2,000.00
	Associate/Affiliate	\$150.00	36	\$5,400.00
	<i>Subtask Subtotal</i>			\$13,400.00
<b>Task 3 Subtotal</b>				<b>\$89,100.00</b>
<b>Task 4: Conduct Ongoing Strategic Project Planning</b>				
4.a. Conduct ongoing coordination and strategic planning with Napa County staff and technical consultants. Discuss and devise approach to digesting survey, supporting deliberations at next GSPAC Meeting. Advise.	Principal	\$250.00	32	\$8,000.00
	Senior Affiliate	\$200.00	32	\$6,400.00
	Associate/Affiliate	\$150.00	32	\$4,800.00
	<i>Subtask Subtotal</i>			\$19,200.00
<b>Task 4 Subtotal</b>				<b>\$19,200.00</b>
<b>Task 5: Conduct Ongoing Project Management</b>				
5.a. Manage day-to-day project tasks; provide project oversight and quality assurance. Provide coordination support as needed during Lead Planner Transition.	Principal	\$250.00	30	\$7,500.00
	Senior Affiliate	\$200.00	20	\$4,000.00
	Associate/Affiliate	\$150.00	16	\$2,400.00
	<i>Subtask Subtotal</i>			\$13,900.00
<b>Task 5 Subtotal</b>				<b>\$13,900.00</b>
<b>Task 6: Advise on Implementation of Communication and Engagement Plan</b>				
6.a. Advise Napa County, the RCD, and other partners on the implementation of the outreach and communication plan.	Principal	\$250.00	12	\$3,000.00
	Senior Affiliate	\$200.00	6	\$1,200.00
	Associate/Affiliate	\$150.00	12	\$1,800.00
	<i>Subtask Subtotal</i>			\$6,000.00
<b>Task 6 Subtotal</b>				<b>\$6,000.00</b>

(Cont.)

EXHIBIT "B-2"

<b>Task 7: Structure and Guide Technical Analysis Supporting GSPAC Facilitation</b>				
7.a. In coordination with Napa County staff, structure and guide technical analysis supporting GSP development.	Principal	\$250.00	40	\$10,000.00
	Senior Affiliate	\$200.00	40	\$8,000.00
	Associate/Affiliate	\$150.00	40	\$6,000.00
	<i>Subtask Subtotal</i>			\$24,000.00
<b>Task 7 Subtotal</b>				<b>\$24,000.00</b>
<b>Task 8: Guide FAQ Document Development, Review and Guide GSPAC Technical Briefings and Prepare Concise Memos on Strategic Planning Issues</b>				
8 a. Develop summary of selected survey responses, devise survey on Qualitative Statements of Undesirable Conditions.	Principal	\$250.00	33	\$8,250.00
	Senior Affiliate	\$200.00	18	\$3,600.00
	Associate/Affiliate	\$150.00	28	\$4,200.00
	<i>Subtask Subtotal</i>			\$16,050.00
<b>Task 8 Subtotal</b>				<b>\$16,050.00</b>
<b>Task 9: Guide and Engage Senior Technical Advisor to Facilitation Team</b>				
Senior Advisor Stipend				\$30,000
	Principal	\$250	6	\$1,500.00
	Senior Affiliate	\$200	4	\$800.00
	Associate	\$150	2	\$300.00
<b>Task 9 Subtotal</b>				<b>\$32,600.00</b>
<b>Professional Services Subtotals</b>				
	Principal	\$250	319	\$79,750
	Senior Affiliate	\$200	232	\$46,400
	Associate	\$150	298	\$44,700
<b>TOTAL</b>				<b>\$200,850.00</b>