

AGREEMENT NO. 230181B
between
NAPA COUNTY
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is made by and between Napa County (hereinafter called “County”) and The Regents of the University of California (hereinafter called “University”), on behalf of its University of California Cooperative Extension, Napa County.

WHEREAS, the University and County have a long history of working cooperatively in furtherance of the University’s constitutional objectives of teaching, research and public service; and

WHEREAS, the University and County desire to facilitate their programs by cost sharing certain staff positions; and

WHEREAS, the County finds that this cost-sharing agreement will support and further the goals and initiatives of the University of California Cooperative Extension Napa’s office as set forth for the fiscal year 2022-2023; and

WHEREAS, the County supports the work of this UCCE Project Scientist position that is working to develop creative research and collaborations, and to extend research-based information in water resources & resiliency; and

WHEREAS, the County has already approved this expenditure during the June 2022 budget hearings.

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF WORK.** County shall reimburse University for payroll and related benefit and support expenses of a project scientist in accordance with this Agreement. University will provide a water science program to benefit Napa communities. The project scientist position described herein shall be an employee position of the Regents of the University of California and not an employee of the County of Napa.
2. **PERIOD OF PERFORMANCE.** The term of this Agreement shall be from July 1, 2022, through June 30, 2023, with opportunity for annual renewal in July of 2023 and 2024, for a total of 3-project years.
3. **TERMINATION.** This Agreement shall be subject to termination by either party at any time, upon providing sixty (60) days prior written notice to the other party. University shall prepare, within ninety (90) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse County for funds which have been advanced in excess of total costs incurred.
4. **ALTERATION, AMENDMENT.** No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. RATES. The County shall pay the University a fixed amount of One Hundred and Fifteen Thousand (\$115,000), upon receipt of invoice for full amount. University's central accounting office shall submit invoice 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

6. INDEMNIFICATION. The Parties shall defend, indemnify and hold each other harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party or its officers, agents, or employees.
7. NOTICE. All notices concerning this Agreement shall be effective only if made in writing, personally delivered or deposited in the United States mail, postage prepaid and addressed as follows:

TO: UNIVERSITY
University of California
2801 Second Street
ANR Office of Contracts & Grants
Davis, CA 95618
ATTN: Kimberly Lamar

TO: Napa County
Napa County/UCCE 1710
Soscol Avenue, Suite 4,
Napa, CA 94559
Attn: Monica Cooper

8. WHOLE AGREEMENT. This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.
9. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: Kimberly Lamar
Kimberly Lamar, Associate Director *Hug*
ANR Office of Contracts and Grants

Date: 7/12/2022

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair of the
Board of Supervisors "County"

Date: _____

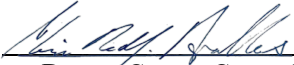
<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u></u> Deputy County Counsel</p> <p>Date: <u>9/7/2022</u></p> <p>Doc. No. 79095</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> <p>_____</p>
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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).