

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AGREEMENT NO \_\_\_\_\_ (FC)**

**250073B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into effective as of July 1, 2024, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California (“DISTRICT”), Larry Walker Associates, a California corporation, whose mailing address is 1480 Drew Avenue, Suite 100 Davis, CA 95618, hereinafter referred to as “CONTRACTOR;” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, DISTRICT wishes to obtain specialized services, as authorized by Government Code section 31000, in order to develop tools, templates, and procedures for NAPA Countywide Stormwater Pollution Prevention Program (NCSPPP) member agencies to comply with the 2013 Phase II National Pollutant Discharge Elimination System (NPDES) stormwater permit, hereinafter referred to as “PHASE II PERMIT;” and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to DISTRICT under the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the recitals stated above and incorporated herein by this reference and the mutual obligations of the parties expressed herein, DISTRICT hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve DISTRICT in accordance with the terms and conditions set forth below.

**TERMS**

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written 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 CONTRACTOR 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 (4) 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. **Scope of Services.** CONTRACTOR shall provide DISTRICT those services set forth in Exhibit "A," attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by DISTRICT upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the policy(s) set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of one hundred sixty-nine thousand dollars (\$169,000) for professional services and expenses; 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.

4. **Method of Payment.**

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to DISTRICT of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the Stormwater Program Manager, who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C."

(e) Legal status. So that DISTRICT may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Stormwater Program Manager upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents, and employees of CONTRACTOR are not, and shall not be deemed, DISTRICT employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that DISTRICT may monitor the work performed by CONTRACTOR. DISTRICT shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, 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, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, DISTRICT, in addition to any other rights or remedies which DISTRICT may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide DISTRICT with certification of all such coverages upon request by DISTRICT's Risk Manager.

(b) **Liability Insurance.** CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) **General Liability.** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Professional Liability/Errors and Omissions.** Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.



(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of DISTRICT's Risk Manager, demonstrated by other evidence of coverage acceptable to DISTRICT's Risk Manager, which shall be filed by CONTRACTOR with the County Counsel prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its DISTRICT number or title and department; shall be kept current during the term of this Agreement; shall provide that DISTRICT shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming DISTRICT, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of DISTRICT shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by DISTRICT's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.



(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, DISTRICT's Risk Manager, which approval shall not be denied unless the DISTRICT's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by DISTRICT's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects DISTRICT, its officers, employees, agents, and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

**8. Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless DISTRICT and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, to the extent arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors, and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages, or expenses arising from the sole negligence or willful acts of DISTRICT or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records, or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold DISTRICT and its officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

**9. Termination for Cause.** If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other

remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting Party in the manner set forth in Paragraph 13 (Notices). The DISTRICT's District Engineer is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for cause.

10. **Other Termination.** This Agreement may be terminated by either Party for any reason and at any time by giving prior written notice of such termination to the other Party specifying the effective date thereof at least thirty (30) days' prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by DISTRICT unless an opportunity for consultation is provided prior to the effective date of the termination. DISTRICT's District Engineer is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for the convenience of DISTRICT.

11. **Disposition of, Title to, and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a Party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to DISTRICT, DISTRICT shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains DISTRICT data on those portions of digital software hosted by CONTRACTOR and not controlled by DISTRICT ("District data"), CONTRACTOR shall promptly return DISTRICT data to DISTRICT Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge DISTRICT data from CONTRACTOR's systems upon confirmation from DISTRICT that the copy of the data provided to DISTRICT is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of DISTRICT, the property of and shall be promptly returned to DISTRICT, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only DISTRICT shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights, and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that DISTRICT shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which DISTRICT is a Party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to DISTRICT or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by DISTRICT for the sole

purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to DISTRICT.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to DISTRICT for damages sustained by DISTRICT by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and DISTRICT may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to DISTRICT from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that Party desires to give the other Party shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

DISTRICT

Jeff Skinner  
Stormwater Program Manager  
804 First Street  
Napa, CA 94559

CONTRACTOR

Larry Walker Associates  
Owner  
1480 Drew Avenue, Suite 100  
Davis, CA 95618

14. **Compliance with Napa County Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by DISTRICT employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.



(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the DISTRICT computer network shall sign and have on file with DISTRICT's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, as stated in the Napa County Policy Manual Part I, Section 37U.

**15. Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to DISTRICT's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of DISTRICT, expressed through its County Counsel. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to DISTRICT all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by DISTRICT.

**16. No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of DISTRICT, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for DISTRICT to withhold its consent to assignment. For purposes of this subparagraph, the consent of DISTRICT may be given by the County Counsel.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

**17. Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

**18. Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State, and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5), and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of DISTRICT by the State of California pursuant to agreement between DISTRICT and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to DISTRICT for inspection.



(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold DISTRICT harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that DISTRICT is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** DISTRICT, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after DISTRICT makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and DISTRICT each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The Parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to DISTRICT and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as DISTRICT may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of DISTRICT relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, DISTRICT may terminate this Agreement immediately upon giving written notice without further obligation by DISTRICT to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that DISTRICT has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa DISTRICT Assessor-Clerk Recorder "assuming office," "annual," and "leaving office"



Statements of Economic Interest as a “consultant,” as defined in California Code of Regulations, title 2, section 18701, subd. (a)(2), unless it has been determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

CONTRACTOR agrees to timely comply with all filing obligations for a consultant under DISTRICT’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Integration.** This Agreement represents the entire agreement between DISTRICT and CONTRACTOR regarding the subject matter contained herein. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein.

28. **Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

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

**LARRY WALKER ASSOCIATES**

By Jeffrey D. Walker Digitally signed by Jeffrey D. Walker  
Date: 2024.06.26 09:16:56 -07'00'  
JEFFREY WALKER, Chief  
Financial Officer

By Sandra Mathews Digitally signed by Sandra Mathews  
Date: 2024.06.13 15:18:10 -07'00'  
SANDRA MATHEWS, Vice  
President

"CONTRACTOR"

**NAPA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT**, a  
special district of the State of California

By: \_\_\_\_\_  
SCOTT SEDGLEY  
Chairperson of the Board of Directors

"DISTRICT"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> District Counsel</p> <p>Date: <u>May 22, 2024</u></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____ Processed By: _____ Deputy Secretary of the District Board</p>	<p>ATTEST: Secretary of the District Board</p> <p>By: _____</p>
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## **EXHIBIT “A”**

**Larry Walker Associates  
Proposal for Professional Services for the  
Napa Countywide Stormwater Pollution Prevention Program  
April 2024**

### **Proposed Scope of Services**

Communities in Napa County are subject to California’s General Permit for Small Municipal Separate Storm Sewer Systems (MS4), hereafter Phase II Permit. The Napa Countywide Stormwater Pollution Prevention Program (NCSPPP) coordinates the efforts of the local programs to provide consistency between the individual member agencies’ approaches.

Larry Walker Associates (LWA) will provide professional services to NCSPPP to assist with the development of tools for the Napa municipalities to comply with the current Phase II Permit, support NCSPPP during the permit reissuance negotiations, and assist with the implementation of the reissued permit. The proposed tasks in this scope of services identify potential areas of assistance during fiscal years 2024-25. To allow NCSPPP to maintain continuity in tracking permit implementation costs, task numbers have been preserved, even if no work is anticipated for those tasks.

LWA will work collaboratively with the NCSPPP Program Manager to effectively and efficiently provide NCSPPP with the requested regulatory and program support. We recognize that flexibility is essential in providing stormwater services to NCSPPP, and we anticipate the necessity of adjusting and adapting the tasks and budgets, in coordination with the Program Manager, to meet the needs and resources of the program and member agencies.

This scope of work does not include health and safety related services, including identification of field hazards for NCSPPP staff or the staff of its member agencies.

All work will be performed on a time and materials basis. **Table 1** provides budget projections for the tasks listed below. LWA will work with NCSPPP to develop task schedules designed to meet the program’s needs and provide final deliverables prior to the applicable regulatory deadlines.

**Draft Deliverables:** All draft documents will be delivered in an editable, digital format (e.g., Microsoft Word, Excel, PowerPoint).

**Final Deliverables:** Final documents will be delivered as digital copies in portable document format (Adobe Acrobat) including text, tables, and figures and as editable, digital copy in the original source software (e.g., Microsoft Word, Excel, PowerPoint).

#### **Task 1. Revise the Construction Site Runoff Control Requirements Document**

In 2014, the Napa County Construction Site Runoff Control Requirements was updated and transformed into the *NCSPPP Erosion and Sediment Control Plan Guidance for Applicants and Review Staff* to assist applicants and municipal review staff in determining whether the local erosion and sediment control requirements apply to the proposed activities and to provide guidance on preparing and reviewing Erosion and Sediment Control Plans (ESCPs).

No work in FY 24-25 is anticipated on this task.



**Task 2. Spill Response Plan (E.9.e)**

In 2016, NCSPPP updated the 2014 *Illicit Discharge Response Plan* to establish the procedures for responding to illicit discharges and fulfill the requirements of Provision E.9.e of the Phase II Permit.

No work in FY 24-25 is anticipated on this task.

**Task 3. Construction Site Inventory and Prioritization (E.10.a and E.10.c)**

In 2014, NCSPPP created support tools to assist member agencies with creating construction site inventories and a prioritization process for inspections. These tools were later incorporated into the *Erosion and Sediment Control Plan Guidance for Applicants and Review Staff* and a mobile App.

No work in FY 24-25 is anticipated on this task.

**Task 4. Gaps and Impediments for E.12 Implementation and Enforceable Mechanisms (E.12.g and E.12.j)**

In 2014, NCSPPP collaborated with other Phase II Permittees to develop the *BASMAA Post-Construction Manual*. As part of that effort, potential gaps and impediments were assessed; and none were identified.

No work in FY 24-25 is anticipated on this task.

**Task 5. Update Stormwater Ordinance (E.6.a and E.10.c)**

In 2014, NCSPPP assisted member agencies with revising their stormwater ordinances per the requirements of the Phase II Permit. These ordinances were subsequently adopted by each member agency.

LWA will assist NCSPPP with revisions to stormwater ordinances based on the needs of the member agencies or changes in permit requirements.

**Task 6. Develop and Deliver Training: Erosion and Sediment Control Procedures for Plan Reviewers and Inspectors (E.7.b.2)**

LWA will assist NCSPPP with developing and delivering training workshops for municipal staff and construction contractors regarding construction Best Management Practices (BMPs), ESCP requirements and review processes, and a review of the Construction General Permit requirements. For each training session planned, LWA will work with NCSPPP to develop an agenda focused on the identified key messages and a training format suitable for the target audience. Training may include: presentation modules, in-class desktop exercises, or field demonstrations to reinforce the key messages. Each training will include a knowledge survey prior to and following training, the results of which can be used for the effectiveness assessments required by the Phase II Permit.

**Task 7. Develop and Deliver Training: Pollution Prevention and Good Housekeeping (E.7.b.3)**

No work in FY 24-25 is anticipated on this task.

**Task 8. Develop Illicit Discharge Detection and Elimination Procedures (E.9.d)**

During 2014 through 2016, NCSPPP created support tools to assist member agencies in creating procedures to respond to illicit discharges. These procedures were later incorporated into the *Illicit Discharge Response Plan*.

No work in FY 24-25 is anticipated on this task.

**Task 9. Develop Approach to Storm Drain System Prioritization (E.11.f)**

In 2015, NCSPPP developed an approach to assess and prioritize storm drain system maintenance to provide guidance for member agencies.

No work in FY 24-25 is anticipated on this task.

**Task 10. Develop Guidance for Landscape Design and Maintenance (E.11.j)**

In 2015, NCSPPP drafted a Landscape Design and Maintenance Program template for member agencies that summarized practices to reduce the use of water, pesticides, herbicides, and fertilizers in a single document to facilitate communication of the compliance activities within each agency, the public, and interested regulators.

No work in FY 24-25 is anticipated on this task.

**Task 11. Develop Operations and Maintenance Verification Program for Post-Construction BMPs (E.12.h)**

In 2016, NCSPPP developed an approach to conduct the operations and maintenance verification and provide tools to assist member agencies with implementing the program required by Provision E.12.h.

No work in FY 24-25 is anticipated on this task.

**Task 12. Provide As-Needed Assistance**

This task is no longer used.

**Task 13. TMDL Work Plan**

In 2017, the State Water Board amended the Phase II Permit to incorporate and revise the TMDLs implementation actions (Attachment G). NCSPPP member agencies, identified in Attachment G, are responsible for actions to attain the TMDL waste load allocations. In the future, additional TMDLs may be added to the Phase II Permit through a reopener or when the permit is reissued.

No work in FY 24-25 is anticipated on this task. Specific tasks to support TMDL negotiations and implementation planning have been added to the Scope of Work.

**Task 14. Public Education Strategy & Outreach Plans**

In 2014 and 2015, NCSPPP developed a *Public Education, Outreach, Involvement, and Participation Strategy* and pollutant-specific outreach plans to deliver stormwater pollution prevention messages to target audiences.

No work in FY 24-25 is anticipated on this task.

**Task 15. Annual Report Support**

The Phase II Permit requires NCSPPP member agencies to report annually on compliance with the permit provisions in the State's SMARTS database. The annual report includes completing the online questionnaire and uploading required reports.

LWA will provide as-needed assistance to NCSPPP in completing the Annual Report and developing guidance for permittees to complete the SMARTS questionnaire.

The LWA team will assist NCSPPP in completing the 2024-2025 (Year 11) TMDL-Effectiveness Assessment Report and subsequent annual TMDL-Effectiveness Assessment Reports. For these reports, the LWA team will coordinate with NCSPPP on the schedule for data collection, drafting, review, and finalization.

**Task 16. Street Sweeping Program Evaluation**

This task is no longer used.

**Task 17. Municipal Facility Assessment Procedures**

This task is no longer used.

**Task 18. Municipal Operations and Maintenance BMPs**

In 2016, NCSPPP developed a *Municipal Field Operations and Maintenance Activities Best Management Practices Guidelines* template for its member agencies to provide information for municipal staff and municipal contractors on the protection of stormwater during field activities. The guidelines document included an inspection plan and checklist.

No work in FY 24-25 is anticipated on this task.

**Task 19. Illicit Discharge Detection and Elimination Training**

This task is no longer used.

**Task 20. Trash Reduction Planning and Implementation**

LWA will provide as needed assistance to NCSPPP and member agencies planning for the trash reduction requirements of the statewide Trash Amendments. This assistance may include assisting with the development or review of the implementation plans.

**Task 21. General E.10 Support**

No work in FY 24-25 is anticipated on this task.

**Task 22. PEAIP Implementation Support**

No further work is anticipated on this task. PEAIP reporting would occur under Task 15.



**Task 23. General E.12 Support**

No work in FY 24-25 is anticipated on this task.

**Task 24. Sediment TMDL/Road Crossing BMPs**

This task is no longer used.

**Task 25. Direct Permittee Support**

LWA will provide as directed support directly to the local Napa jurisdictions based upon their individual needs for permit implementation.

**Task 26. Program Planning and Compliance Assistance**

LWA will provide support to the NCSPPP Program Manager to plan for future implementation needs of the program and project management. This may include: formulating a strategy for future tasks; meeting with the NCSPPP Program Manager; consultations on compliance approaches; and assisting with program and project management. LWA will participate in periodic meetings and conference calls with the NCSPPP Program Manager to discuss upcoming tasks and programmatic strategic planning.

**Task 27. Public Education Surveys**

No work in FY 24-25 is anticipated on this task.

**Task 28. Develop Municipal Corp Yard SWPPP Template**

This task is no longer used.

**Task 29. Customize Municipal Facility SWPPPs**

In 2017, NCSPPP assisted its member agencies by developing a municipal facility (Corporation Yard) SWPPP template (Task 28), then customizing SWPPPs member agencies hot spot facilities.

LWA will assist NCSPPP and its member agencies, as needed, with revisions to the SWPPPs or development of SWPPPs for newly identified hot spot facilities.

**Task 30. NCSPPP Meetings**

As directed, LWA will participate in the regular meetings of the NCSPPP Management Committee or other meetings identified by the NCSPPP Program Manager. Participation may include: attending meetings, either in person or by conference call; arranging for conference calling or web-based meetings; preparing agendas or agenda items; and reviewing meeting notes.

**Task 31. Program Review**

This task is no longer used.

**Task 32. Permit Renewal Assistance**

The State Water Board is currently in the process of reissuing the Phase II Permit. This process include advance work by permittees to identify proposed changes and stakeholder engagement meetings, followed by informal and formal comment periods.

LWA will assist NCSPPP during the renewal of the Phase II Permit to allow the program to effectively communicate needed changes. Tasks may include: identifying key sections and language for modification; coordinating with other Phase II Permittees through regional and statewide coordinating committees; developing presentations, talking points, or comments for public workshops and hearings; drafting comment letters; and developing summaries and briefings for NCSPPP member agencies on proposed changes.

**Task 33. Funding Study**

No work in FY 24-25 is anticipated on this task.

**Task 34. Review Napa Resource Conservation District TMDL Monitoring Summary Report**

Napa Resource Conservation District (RCD) is performing TMDL monitoring work intended to satisfy the requirements of Attachment G. This work commenced in FY 16-17 and will conclude at the end of FY 18-19, pending any Water Board requirement to continue the work beyond the initial 3-year period. The RCD will produce a report summarizing the results of the 3-year study.

No further work is anticipated on this task. Reviews of the report when needed occur under Task 15.

**Task 35. CGP Compliance Support on Napa County Jail Project**

No further work is anticipated on this task.

**Task 36. PCBs Demo and Bridge Program**

As directed, LWA will assist NCSPPP with planning and developing the PCB demolition and bridge program as required by the upcoming Phase II Permit renewal.

**Task 37. Source Area Designation Evaluation**

As directed, LWA will assist NCSPPP with source area designation evaluation for compliance with Mercury and PCBs TMDLs as required by the upcoming Phase II Permit renewal.

**Task 38. Load Reduction Analysis Approach**

As directed, LWA will assist NCSPPP with load reduction analysis approach for compliance with Mercury and PCBs TMDLs as required by the upcoming Phase II Permit renewal.

**Task 39. Asset Management Guidance and Preparation**

As directed, LWA will assist NCSPPP with planning and developing asset management guidance and preparation as required by the upcoming Phase II Permit renewal.

**Task 40. Cost Reporting and Preparation**

As directed, LWA will assist NCSPPP with cost reporting and preparation as required by the upcoming Phase II Permit renewal.



## Proposed Budget

The proposed budget for the work described above is provided in **Table 1**. Work would be performed on a time and materials basis. Costs are based on projections of the level of effort anticipated.

**Table 1. Proposed Budget**

Task	Description	2024-2025 Budget
1	Revise the 2013 Napa County Construction Site Runoff Control Requirements	\$0
2	Spill Response Plan (E.9.e)	\$0
3	Task no longer used.	
4	Task no longer used.	
5	Develop Model Stormwater Ordinance (E.6.a and E.10.c)	\$12,000
6	Develop and Deliver Training: Erosion and Sediment Control Procedures for Plan Reviewers and Inspectors (E.7.b.2)	\$8,000
7	Develop and Deliver Training: Pollution Prevention and Good Housekeeping and IDDE/Spill Response (E.7.b.3)	\$0
8	Update IDDE response procedure	\$0
9	Develop Approach to Storm Drain System Prioritization (E.11.f)	\$0
10	Develop Guidance for Landscape Design and Maintenance (E.11.j)	\$0
11	Develop Operations and Maintenance Verification Program for Post-Construction BMPs (E.12.h) and Develop and deliver training for E.12	\$0
12	Task no longer used.	
13	TMDL Workplan (PCBs and Hg)	\$0
14	Public Education Strategy & Outreach Plans	\$0
15	Annual Report Support	\$25,000
16	Task no longer used.	
17	Task no longer used.	
18	Muni. O&M BMPs	\$0
19	Task no longer used.	
20	Trash Reduction Planning & Implementation	\$10,000
21	General E.10 Support	\$0
22	Update PEAIP	\$0
23	General E.12 Support	\$0
24	Task no longer used.	
25	Direct Permittee Support	\$10,000
26	Program Planning and Compliance Assistance	\$20,000

<b>Task</b>	<b>Description</b>	<b>2024-2025 Budget</b>
27	Public Education Surveys	\$0
28	SWPPP Template Revision	\$0
29	Customize SWPPPs for Muni Corp Yards	\$10,000
30	NCSPPP Meetings	\$8,000
31	Task no longer used.	
32	Permit Renewal Assistance	\$20,000
33	Funding Study	
34	Task no longer used.	
35	CGP compliance support on Napa County Jail Project	\$0
36	PCBs Demo and Bridge Program	\$8,000
37	Source Area Designation Evaluation	\$16,000
38	Load Reduction Analysis Approach	\$12,000
39	Asset Management Guidance and Preparation	\$5,000
40	Cost Reporting Guidance and Preparation	\$5,000
	<b>Total</b>	<b>\$169,000</b>

## EXHIBIT “B”



LARRY WALKER ASSOCIATES, INC.

Rate Sheet Effective July 1, 2024 – June 30, 2025

TITLE	RATE (\$/Hour)	REIMBURSABLE COSTS	
Administrative	\$80	Travel	
Contract Manager	\$150	Local Mileage	Current IRS Rate
Graphic Designer	\$138	Auto Rental	Actual Expense
Project Staff I-C	\$146	Room	Actual Expense
Project Staff I-B	\$171	Subsistence and Per Diem Meals <sup>®</sup>	Current GSA Rate
Project Staff I-A	\$196	Breakfast	Current GSA Rate
Project Staff II-B	\$215	Lunch	Current GSA Rate
Project Staff II-A	\$241	Dinner	Current GSA Rate
Senior Staff I	\$261	Incidentals	Current GSA Rate
Senior Staff II	\$281	Report Reproduction and Copying	
Associate I	\$295	Per Color Copy, In-House	\$0.89
Associate II	\$315	Per Black and White Copy, In-House	\$0.08
Vice President	\$332	Per Binding, In-House	\$1.95
Executive Vice President	\$347	Special Postage and Express Mail	Actual Expense
Senior Executive	\$357	Third-Party Material Preparation	Actual Expense
President	\$357	Other Direct Costs	Actual Expense
Daily Equipment Rental Rates (Daily Rate)			
Single Parameter Meters & Equipment		\$30.00	
Digital Flow Meter		\$60.00	
Multi-Parameter Field Meters & Sondes		\$100.00	
RTK-GPS, River Surveyor, Tracer Study Equipment		\$250.00	
Multi-Parameter Continuous Remote Sensing		\$40.00	
Field Rig (Field Vehicle and All Equipment)		\$200.00	
Subcontractors		Actual Expense Plus 10% Fee	
Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at <a href="https://www.gsa.gov">gsa.gov</a>			

5/1/2024



**EXHIBIT "C"****[Company Name]**

[Street Address]

[City, ST ZIP Code]

Phone [phone] Fax [fax]

Taxpayer ID #

**SAMPLE  
INVOICE**

INVOICE # \_\_\_\_\_

DATE: \_\_\_\_\_

**TO:**

[Customer Name]

[Street Address]

[City, ST ZIP Code]

**FOR:**

[Project or service description]

Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15		Smith, Engineer	1.5	\$165.00	247.50
1/1/15	Site visit/investigation 123 Main St, Napa.	Smith, Engineer	1	\$165.00	165.00
1/1/15	Conf w/Owner AutoCad, Bldg X, 3 <sup>rd</sup> Floor	Smith, Engineer	4	\$165.00	660.00
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15		Smith, Engineer	4	\$165.00	660.00
1/2/15	AutoCad Bldg X, 3 <sup>rd</sup> Floor Conf w/Owner re 2 <sup>nd</sup> Floor	Smith, Engineer	.5	\$165.00	82.50
1/3/15	Mtg w/Jones re 2 <sup>nd</sup> Floor; conf w/Owner	Smith, Engineer	1.5	\$165.00	247.50
1/3/15	Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup> Floor	Jones, PE	1.5	\$195.00	292.50
TOTAL					

