

NAPA COUNTY AMENDMENT NO. 1 TO AGREEMENT NO. 230100B

**NAPA COUNTY RESOURCE CONSERVATION
DISTRICT AGREEMENT NO. 2022017**

JOINT POWERS AGREEMENT

THIS AMENDMENT NO. 1 TO JOINT POWERS AGREEMENT (“JPA” or “Agreement”) is made and entered into as of this _____ day of _____, 2024 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the NAPA COUNTY RESOURCE CONSERVATION DISTRICT a special district of the State of California, whose business address is 1303 Jefferson St., Ste. 500B, Napa, California, 94559, hereinafter referred to as “NCRCD;”

RECITALS

WHEREAS, COUNTY is a general law county and political subdivision of the State of California having jurisdiction to support restoration and resource protection activities within the unincorporated territory of Napa County and to that end has formed the Natural Resource Division and Conservation Division within the Department of Planning, Building and Environmental Services (“PBES”) for the purpose of carrying out long-term natural resource management and protection, including groundwater sustainability, public outreach, educational efforts, environmental monitoring, natural resource inventory and assessment, erosion control, forest health, and data management; and

WHEREAS, NCRCD is a special district of the State of California organized as a resource conservation district subject to Division 9 (commencing with section 9000) of the California Public Resources Code, whose jurisdiction includes the majority of the incorporated and unincorporated territory of Napa County as well as a small portion Solano County located within the Napa River Delta, and whose mission is to empower the community to voluntarily conserve, protect, and restore natural resources in a landscape that supports agriculture, urban areas, and wild spaces by providing technical assistance, educational programs, monitoring programs, and funding sources to help land managers improve their conservation practices; and

WHEREAS, in furtherance of these objectives, NCRCD is willing and COUNTY wishes to retain NCRCD to assist COUNTY with implementation of groundwater monitoring and education programs, watershed and fisheries monitoring, natural resource educational programs, development and promotion of online resources, and other similar functions consistent with the mission and purpose to protect, enhance and sustainably manage the natural resources of Napa County; and

WHEREAS, as public agencies independently having the power to engage in the above-described services within their respective jurisdictions, COUNTY and NCRCD are permitted by the Joint Exercise of Powers Act (Government Code section 6500 et seq.) to provide by this JPA for the provision of services by NCRCD within the jurisdictions of both NCRCD and COUNTY for the mutual benefit of both agencies; and

WHEREAS, COUNTY and NCRCD now wish to amend the JPA to increase the maximum compensation allowable under this JPA to add services for continued support related to watershed health (both inside and outside the boundaries of the Groundwater Sustainability Agency's jurisdiction), forest health and resilience, climate action and sustainability and grant development as well as amend the term of the JPA.

TERMS

NOW, THEREFORE, COUNTY and NCRCD amend Agreement No. 230100B as follows:

1. Paragraph 1 of the Agreement, entitled "**Term of the JPA**" is amended to read in full as follows:

Term of the JPA. The term of this JPA shall commence on the date the JPA is fully executed 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 NCRCD to COUNTY 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 two (2) 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. Exhibit A shall be replaced with "Exhibit A-1" attached hereto and incorporated by reference herein, and all references in the Agreement to "Exhibit A" shall refer to "Exhibit A-1" as of the effective date of this Amendment.
3. The maximum amount of payment in Paragraph 3 of the Agreement commencing the effective date of this Agreement through June 30, 2025, and each subsequent automatic renewal shall be Five Hundred and Ninety Thousand Dollars (\$590,000) for professional services and FIVE THOUSAND DOLLARS (\$5,000) for expenses per fiscal year, of which Three Hundred Twenty One Thousand Five Hundred Dollars (\$321,500) is increased by virtue of this Amendment No. 1; 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. Exhibit B shall be replaced with "Exhibit B-1" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit B shall refer to "Exhibit B-1" as of the effective date of this Amendment.

5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and in effect as originally approved.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement was executed by the parties hereto as of the date first above written.

NAPA COUNTY RESOURCE
CONSERVATION DISTRICT

ATTEST: FRANCES KNAPCZYK,
NCRCD Interim District Secretary

By: Frances Knapczyk

By: Lucas Patzek
LUCAS PATZEK, Executive Director
"NCRCD"

APPROVED AS TO FORM
NCRCD Legal Counsel

By: *Corey S. Utsurogi*
COREY UTSUROGI, NCRCD Legal Counsel
Date: 3/18/24

NAPA COUNTY, a political subdivision of
the State of California

By: _____
JOELLE GALLAGHER, Chair
Board of Supervisors
"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Laura J. Anderson (e-sign)</u> County Counsel Date: <u>March 25, 2024</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A-1

SCOPE OF WORK

Napa County Resource Conservation District (“NCRCD”) shall work with COUNTY staff to develop an annual work plan and associated budget to guide work conducted under each of the tasks listed below. NCRCD and COUNTY staff shall review the plan as necessary through the course of the year to respond to new opportunities and changing priorities.

TASKS:

1. Watershed Health – Groundwater Sustainability Agency (GSA) Support
Environmental Monitoring: NCRCD shall support the COUNTY with various Groundwater Sustainability Agency (GSA) related monitoring activities. Indicators may include but are not limited to streamflow (e.g., Stream Watch, site flow connectivity), stream channel characteristics (e.g., channel topographic surveys), and biological assessments (e.g., fish monitoring, riparian vegetation surveys). NCRCD will provide data and reports of monitoring outcomes. The NCRCD will, upon request from COUNTY, review and discuss the monitoring analyses and results with COUNTY.
Groundwater Sustainability Agency (GSA) Support: NCRCD shall regularly meet and coordinate with Groundwater Sustainability Agency (GSA) in support of its goals. Tasks may include but are not limited to: 1) coordination with COUNTY staff and consultants in support of Groundwater Sustainability Plan (GSP) implementation and other GSA needs; 2) participating in meetings of the Technical Advisory Group or otherwise providing scientific and community engagement advisement to the GSA and GSP implementation; and 3) conducting field data collection related to groundwater dependent ecosystems (GDEs)
Community Engagement: NCRCD shall work with COUNTY staff to develop and deliver appropriate groundwater sustainability education and outreach materials and programs, and in support of COUNTY natural resource goals. Education and outreach tasks may include but are not limited to: 1) development and distribution of education materials in print and online; 2) coordination of workshops, field days, and other types of events; 3) land manager technical assistance; and 4) youth education.
Agricultural Technical Assistance & Education: NCRCD shall provide technical assistance and education to agricultural producers to improve on-farm water use efficiency, stormwater management, and groundwater recharge. This may include but is not limited to: 1) performing irrigation system evaluations; 2) supporting development of irrigation management and other conservation plans; 3) supporting deployment and effective use of technologies which promote sustainable water management (e.g., soil moisture sensors); 4) advancing on-farm stormwater management and groundwater recharge projects; and 5) supporting producers in applying for relevant financial assistance programs (e.g., CDFA’s SWEEP and HSP).

<p>2. Watershed Health – Non-GSA</p>
<p>Environmental Monitoring: The NCRCD shall support the COUNTY with various watershed monitoring activities outside of Groundwater Sustainability Agency (GSA) specific needs. When monitoring is conducted, NCRCD shall monitor key indicators that will assist COUNTY in assessing the relative health of Napa County’s watersheds over time. Key indicators will focus on beneficial use parameters related to obtaining objectives of local, state, and federal regulatory programs. Indicators may include but are not limited to stream sediment characteristics, water quality (e.g., Milliken and Hennessey watershed sampling), and biological assessments (e.g., fish monitoring). The NCRCD will, upon request from COUNTY, review and discuss the monitoring analyses and results with COUNTY.</p>
<p>Community Engagement: NCRCD shall work with COUNTY staff to develop and deliver appropriate watershed and conservation education and outreach materials and programs, and in support of COUNTY natural resource goals. Watershed education and outreach tasks may include but are not limited to: 1) development and distribution of watershed education materials in print and online; 2) coordination of Watershed Information & Conservation Council (“WICC”) meetings, conservation workshops, field days, symposia (e.g., Watershed Symposium), and other types of events; 3) land manager technical assistance; and 4) youth education.</p>
<p>Erosion Control: NCRCD staff, upon request by the Director of PBES or their designee, shall conduct one or more site visits at the time of winterization, final project clearance, or as otherwise requested by PBES staff for the purpose of determining whether all erosion control measures and conditions of approval in the PBES approved Erosion Control Plan (“ECP”). For each inspection NCRCD shall prepare and upload a winterization memorandum and input relevant information into PBES’ ArcGIS Collector App (geospatial database), including observations related to plan implementation and images from the site. At a minimum, the winterization memorandum data shall include cover crop density and related tillage regime required by the approved ECP, confirmation by visual inspection of the existing cover crop density and tilling regime, and confirmation by visual inspection that the disturbed areas are within the approved boundaries. In addition, NCRCD shall provide to PBES a confirmation by visual inspection that all infrastructure and runoff structures have been installed in accordance with the approved design specifications included in the ECP. The winterization memorandum shall also include recommendations of best management practices in the event unanticipated erosion or hydrologic impacts (including as rill or gully erosion) are in evidence. Based on this information COUNTY makes a determination of compliance with the requirements of the approved ECP.</p>
<p>Grant Development: NCRCD shall assist COUNTY in leveraging local funds by assisting with and/or developing grant applications to state, federal, and local government agencies, private foundations, and other organizations, as appropriate.</p>
<p>3. Forest Health & Wildfire Resilience</p>
<p>Project Development Technical Assistance: NCRCD shall offer project development technical assistance for projects on private and public property that improve forest health, increase wildfire resiliency, address drinking water, watershed health and wastewater needs, and help communities and ecosystems address and adapt to climate change. When appropriate this could include the development of site-specific forest management plans, re-oaking plans, or other related conservation plans, and</p>

<p>ensuring compliance with applicable environmental laws and regulations. This may also include supporting property-owners in applying for relevant financial assistance programs (e.g., North Bay Forest Improvement Program, NRCS EQIP).</p>
<p>Project Implementation: NCRCD shall oversee or otherwise participate in the implementation of projects on private and public property that improve forest health, increase wildfire resiliency, address drinking water, watershed health and wastewater needs, and help communities and ecosystems address and adapt to climate change. Activities may include but are not limited to: 1) securing and overseeing qualified contractors; 2) ensuring implementation activities comply with all relevant environmental and prevailing wage regulations; and 3) pre- and post-implementation monitoring.</p>
<p>Community Engagement & Collaboration Support: NCRCD shall develop and deliver education and outreach materials and events to grow community knowledge and inspire actions which advance forest health and wildfire resiliency. Activities may include but are not limited to: 1) development and distribution of digital and print education materials; 2) coordination of workshops, field days, and other types of events; 3) facilitation of collaboration environments which encourage the provision of consistent and coordinated services across Napa County (e.g., Napa Pre-Fire Coordinating Group); and 4) coordination of a Napa County Prescribed Burn Association.</p>
<p>Planning: NCRCD shall assist with the development of plans which outline strategies for forest health and wildfire resilience at a countywide, watershed, or neighborhood scale. Activities may include but are not limited to: 1) development of Community Wildfire Protection Plans; 2) development of a countywide forest health strategy; and 3) development of an oak woodland mitigation in-lieu fee program.</p>
<p>Grant Development: NCRCD shall assist COUNTY in leveraging local funds by assisting with and/or developing grant applications to state, federal, and local government agencies, private foundations, and other organizations, as appropriate.</p>
<p>4. Climate Action & Sustainability</p>
<p>Napa Regional Climate Action and Adaptation Plan (RCAAP) Support: NCRCD shall provide services to assist COUNTY with development and implementation of the RCAAP. Tasks may include but are not limited to: 1) providing technical assistance for the development and implementation of RCAAP; 2) designing and delivering education and outreach materials and events to maximize community engagement in the RCAAP development and implementation process; and 3) identifying and acting on opportunities for the RCAAP to be informed by or otherwise supported by other regional and statewide climate action and adaptation activities.</p>
<p>Sustainability Technical Assistance & Community Engagement: NCRCD shall provide technical assistance as well as educational programs and products (e.g., BayREN programming) to residents to increase energy efficiency, transition to alternative modes of transportation, and adopt other forms of behavior change which improve the efficiency of resource use and minimize impacts to the climate.</p>
<p>Grant Development: NCRCD shall assist COUNTY in leveraging local funds by assisting with and/or developing grant applications to state, federal, and local government agencies, private foundations, and other organizations, as appropriate.</p>

5. Administration
<p>Contract Administration & Reporting: The NCRCD will provide a monthly summary on task progress. Additionally, NCRCD will provide the COUNTY any educational materials, reports, documents or data developed as part of this Agreement as allowed. NCRCD will also be available, as requested, to report to the Board of Supervisors, the Groundwater Sustainability Agency, or Watershed Information & Conservation Council (WICC) Board on the results and outcomes of work tasks.</p>
<p>Agricultural ECP Project Accounting: NCRCD staff shall maintain records, which may be examined by the PBES Director or their designee at any time. Records shall contain the work conducted on each ECP review or enforcement action and indicate the number of hours spent by NCRCD on the project. Such records shall distinguish between professional and clerical work, field activities, and office activities.</p>

EXHIBIT B-1

COMPENSATION AND EXPENSE REIMBURSEMENT

Task Description	Budget*
1. Watershed Health – GSA Support	
<i>Funded primarily through a Special Revenue Fund</i>	
Environmental Monitoring	\$147,000
Groundwater Sustainability Agency Support	\$22,000
Community Engagement	\$25,000
Agricultural Technical Assistance & Education	\$23,000
<i>Subtotal, Watershed Health – GSA Support</i>	<i>\$217,000</i>
2. Watershed Health – Non-GSA	
<i>Funded primarily through the General Fund and levied fees</i>	
Environmental Monitoring	\$15,000
Community Engagement	\$30,000
Winterization and Erosion Control	\$33,000
Grant Development	\$5,000
<i>Subtotal, Watershed Health – Non-GSA</i>	<i>\$83,000</i>
2. Forest Health & Wildfire Resilience	
Project Development Technical Assistance	\$60,000
Project Implementation	\$60,000
Community Engagement & Collaboration Support	\$25,000
Planning	\$50,000
Grant Development	\$5,000
<i>Subtotal, Forest Health & Wildfire Resilience</i>	<i>\$200,000</i>
3. Climate Action & Sustainability	
Napa Regional Climate Action and Adaptation Plan (RCAAP) Support	\$50,000
Sustainability Technical Assistance & Community Engagement	\$10,000
Grant Development	\$10,000
<i>Subtotal, Climate Action & Sustainability</i>	<i>\$70,000</i>
4. Administration	
<i>Subtotal, Administration</i>	<i>\$20,000</i>
Total**	\$590,000

* The task budgets are an estimate based on recent trends. Specific task budget amounts and associated workplans will be developed each fiscal year and approved by PBES Director or their designee.

** This is a not-to-exceed budget amount per fiscal year.

HOURLY RATES FOR COMPENSATION

NCRCD shall bill COUNTY, and COUNTY shall compensate NCRCD for the services outlined in Exhibit A-1, in accordance with the following hourly rates for the NCRCD employees and/or contractors whose positions are noted:

Position Title	Hourly Rate
Executive Director	\$135.01
Program Manager, Conservation	\$133.17
Finance Manager	\$130.00
Program Director	\$129.80
Senior Environmental Scientist	\$127.38
Program Manager, Forestry	\$115.58
Project Manager, Education	\$101.99
Environmental Scientist II	\$101.51
Sustainable Agriculture Program Manager II	\$101.50
Project Manager, Conservation	\$100.52
Project Manager, Community Engagement	\$96.90
Project Manager, Forestry	\$96.41
Project Manager, Community Engagement	\$86.33
Accounting & Administration Specialist	\$86.00
Coordinator	\$80.02

NCRCD adjusts its billable rates annually on July 1 and whenever there is a change in an employee's underlying direct pay rate. On July 1, 2024, or whenever there is any other change to any of these rates or when new positions are added, NCRCD will notify COUNTY immediately, and with the approval of COUNTY's PBES Director, or their designee, which shall not unreasonably be withheld, NCRCD may implement such adjusted rates. In any case, NCRCD must still adhere to the budget limitations under "BUDGET" above.

EXPENSES

Expenses related to fulfilling the scope of work in Exhibit A-1 include but are not limited to: mileage reimbursement, costs associated with youth education programs (e.g., minor field-day supplies, bus services, program-related snacks), printing and binding, room rental, speaker fees and/or honorarium, and minor monitoring program supplies.