

**NAPA COUNTY AGREEMENT NO. 200379B
AMENDMENT NO. 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) **TO NAPA AGREEMENT NO. 200379B** (the “Agreement”) is made and entered into effective as of _____, 2023, by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the NAPA COUNTY RESOURCE CONSERVATION DISTRICT whose mailing address is 1303 Jefferson Street, Suite 500B, Napa, CA 94559, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into the Agreement as of May 1, 2020, to provide specialized services including biological monitoring for projects on the mainstem Napa River; and

WHEREAS, COUNTY now wishes to continue to receive these services from CONTRACTOR for fiscal year 2023-2024 and CONTRACTOR is willing and able to supply such services; and

WHEREAS, COUNTY and CONTRACTOR now desire to modify the provisions of the Agreement, to extend the term of the Agreement to June 30, 2024, set the maximum amount of compensation for fiscal year 2023-2024 to TWO HUNDRED AND FIVE THOUSAND (\$205,000), and to update CONTRACTOR’S rate sheet.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Exhibit “B-1,” attached hereto is hereby incorporated into the Agreement.
2. Paragraph 1 of the Agreement is hereby amended in full to read as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2024, 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). For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. The term of this Agreement shall be automatically renewed for one additional year at the end of the fiscal year, under the terms and conditions then in effect, 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.

3. Paragraph 3 of the Agreement is hereby amended in full to read as follows:

Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work in this Amendment No. 1, COUNTY shall pay CONTRACTOR at the rate set forth in Exhibit "B-1," attached to the Agreement as originally approved, said Exhibits being incorporated by reference as if set forth herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B-1."

(c) Maximum Amount. Notwithstanding subparagraphs (a) or (b), the maximum payments under this Agreement shall not exceed TWO HUNDRED AND FIVE THOUSAND (\$205,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

The actual payments made under this Agreement for the work in Exhibit "A" shall not exceed the per task maximum amounts set forth in Exhibits "B" and the actual payments for the work in pursuant to this Amendment No. 1 shall not exceed the per task maximum amounts set forth in Exhibit "B-1."

4. Except as provided in paragraphs 1 through 3, above, the terms and provisions of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

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

By:  8/22/2023
LUCAS PATZEK, Executive Director

“CONTRACTOR”

COUNTY OF NAPA, a political subdivision of the
State of California

By: _____
BELLA RAMOS, Chair of the Board Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> County Counsel</p> <p>Date: <u>August 9, 2023</u></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>
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EXHIBIT B-1

COMPENSATION AND EXPENSE REIMBURSEMENT

The maximum budget for labor and expenses shall not exceed \$175,000. Actual amounts per subtask may vary within the maximum budget.

Hourly Rates for Compensation

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

Name	Title	Billable Rate
ASHTON, DANIELLE	Coordinator	\$80.02
BENTON, AMANDA	Forestry Program Manager II	\$98.45
BIRMINGHAM, BILL	Program Manager	\$133.17
BLANK, PAUL	Senior Environmental Scientist	\$127.38
BLODORN, ALISON	Program Manager	\$115.58
BRANDT, ROSA	Project Manager (Extra Help)	\$53.12
GARCIA, MIGUEL	Sustainable Agriculture Program Manager II	\$101.50
KNAPCZYK, FRANCES	Program Director	\$129.80
KVITEK, ASHLEY	Project Manager	\$96.90
MCKEE, ERIC	Project Manager	\$101.99
PATZEK, LUCAS	Executive Director	\$135.01
PERALES, MARTIN	Environmental Scientist II	\$101.51
STAHEL, RUBY	Project Manager	\$100.52
WILBANKS, ALEX	Project Manager	\$96.41

NCRCD billable rates include direct and indirect costs. 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 WATERSHED OPERATIONS MANAGER, 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" may include but are not limited to: mileage reimbursement at the federally approved rate, printing, and minor equipment.