

**AMENDMENT NO. 2**  
**NAPA NCGSA AGREEMENT NO. 230312B**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 230312B** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY and its Board of Directors, hereinafter referred to as “NCGSA”, and SCI CONSULTING GROUP, a California corporation, whose mailing address is 4745 Mangels Blvd. Fairfield, CA94534, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, NCGSA and CONTRACTOR entered into Napa County Agreement No. 230312B (the “Agreement”) on February 7, 2023 to evaluate options and make recommendations for the establishment of fee, special tax or benefit assessment to fund implementation of Napa County’s Groundwater Sustainability Program and depending on the outcome of the evaluation and recommendations, to prepare a comprehensive Fee Report for the proposed programs and improvements to be funded; and

**WHEREAS**, NCGSA and CONTRACTOR now wish to amend the Agreement to amend the scope of services and budget as well as extend the term.

**TERMS**

**NOW, THEREFORE**, the Agreement is amended as follows:

1. Paragraph 1 is hereby amended to read in full as follows:
  1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, 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 NCGSA 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 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. Paragraph 2 is hereby amended to read in full as follows:

**2. Scope of Services.** CONTRACTOR shall provide NCGSA those services set forth in Exhibit "A-2", attached hereto and incorporated by reference herein.

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

**3. Compensation.**

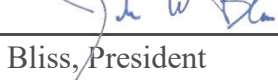
- a. Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NCGSA shall pay CONTRACTOR at the rates set forth in Exhibit "B-2", attached hereto and incorporated by reference herein.
- b. Expenses. Travel and other expenses will be reimbursed by NCGSA upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B-2".
- c. Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED AND TWENTY-FOUR DOLLARS (\$131,724) for professional services and ONE THOUSAND DOLLARS (\$1,000) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

[Remainder of page left blank intentionally]

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

**IN WITNESS WHEREOF**, this Amendment No. 2 to the Agreement was executed by the parties hereto as of the date first above written.

SCI Consulting Group

By  \_\_\_\_\_  
John Bliss, President

"CONTRACTOR"

NAPA COUNTY GROUNDWATER SUSTAINABILITY  
AGENCY

By \_\_\_\_\_  
ANNE COTTRELL, Chair  
Board of Directors

"NCGSA"

APPROVED AS TO FORM Office of County Counsel  By: <i>Chris R.Y. Apallas</i> NCGSA Counsel  Date: December 2, 2025 FV: NCGSA <b>13118590</b>	APPROVED BY THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS  Date: Processed By:  Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Directors  By:
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## EXHIBIT “A-2”

### SCOPE OF WORK

CONTRACTOR shall provide NCGSA with the following services:

#### **I. DESCRIPTION OF SERVICES**

The SCI Team has thoroughly reviewed the GSA’s need for services related to fee program implementation and is well qualified to complete all required tasks. The SCI team proposes the approaches listed below for each task.

#### **A. PROCEDURAL SUPPORT**

The SCI Team will provide support in meeting the procedural requirements of fee implementation as well as the requirements of the County of Napa Auditor’s Office (related to submittal of a direct charge levy roll). Coordination with County legal counsel and staff will help inform the proper approach. Additionally, the SCI Team will coordinate any further edits to the draft Fee Study based on County feedback. The procedural requirements of fee implementation include, but are not limited to, the procedures described by Water Code § 10730.

The SCI Team will attend virtual meetings as needed to coordinate the levy administration process. This coordination may include, but is not limited to:

1. Attending meetings as needed to coordinate direct charge levy roll preparation.
2. Reviewing the Fee database as needed, including every parcel within the Basin boundary and the parcel attributes necessary for calculating the Fees;
3. Assisting the GSA with making changes to the Fee database based on claims of dry farming or use of alternative water sources by agricultural users.
4. Assisting the GSA with making changes to the Fee database based on waivers submitted by self-supplied users.
5. Assisting the GSA in calculating average groundwater extraction amounts for each public water system in the Basin.
6. Reviewing the July lien-date Assessor Roll obtained by SCI, including identification of new or changed parcels that may require an updated Fee calculation.
7. Providing support to Agency staff by assisting with any needed resolutions and staff reports.

Prior to the August 2026 deadline, the SCI Team will prepare and submit a direct charge levy roll in accordance with the requirements of the County of Napa Auditor’s Office.

#### ***Deliverables***

- *Coordination and finalization of Fee Study Report.*
- *Participation in a public meeting and Fee implementation process.*
- *Development and submittal of a direct charge levy roll.*

#### **B. OUTREACH AND ENGAGEMENT**

The SCI Team will assist with public informational and educational outreach strategies and property owner informational services. Our firm's informational outreach efforts include tasks necessary to ensure that the property owners are adequately informed about the Fee's implementation and the proposed services in their area. This work will include, as needed, developing a community-focused PowerPoint presentation highlighting relevant details of the proposed fee and participation in a community workshop in order to inform the public. The SCI Team understands that basic message components will need to be simple, clear, and transparent, and need to be well supported with detailed and substantive information.

The SCI Team will work with staff to develop content for an outreach postcard intended to inform agricultural groundwater users of the opportunity to submit claims of dry farming or use of alternative water sources as well as the opportunity for self-supplied users to request a fee waiver.

***Deliverables:***

- *Draft messaging documents, updated as needed (postcards, website content, FAQ, fact sheet, handouts, PowerPoint, adaptable messaging).*
- *Community-focused PowerPoint Presentation.*
- *Participation in a community workshop.*

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NCGSA pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

**“EXHIBIT B-2”**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

**HOURLY RATES FOR COMPENSATION**

Fee Schedule: Based upon the current project understanding, the SCI Team’s proposed additional budget is shown in the table below.

SCI TEAM Napa County GSA Fee Implementation Services							
Assigned Staff	SCI		LWA		SCI Admin		
	Senior Consultant	President, Senior Engineer	Senior Scientist				
Classification	Ryan Aston	John Bliss	Olin Applegate				
	\$224	\$315	\$289		\$82		
Fully Loaded Hourly Rate			10%				
Subcontractor Markup							
Scope of Work							
Work Plan			Hours			Total Hours	Total Costs
1 Procedural Support		38	3	18	8	67	\$ 15,835
2 Outreach and Engagement		16	2	4	4	26	\$ 5,814
TOTAL DIRECT HOURS		54	5	22	12	93	\$ 21,649
					Total Labor Cost	\$21,649	
Direct Costs				Number of Units	Cost per Unit		Total Costs
Incidentals	Travel, property data, maps and other out-of-pocket expenses		1	\$ 1,000		\$ 1,000	
					Direct Costs \$ 1,000		
TOTAL BASE COSTS \$ 22,649							