



# DRAFT MEETING MINUTES

NAPA COUNTY RESOURCE CONSERVATION DISTRICT

1303 Jefferson Street, Suite 500B, Napa, CA 94559, 707-252-4188

**Thursday August 13, 2015 8:00 A.M.**

District President: Beth Painter Vice President: Jon Kanagy  
District Directors: Rainer Hoenicke, Gretchen Stranzl McCann, Jim Lincoln,  
Ashley Anderson Bennett, Bill Pramuk

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Executive Director: Leigh Sharp District Secretary: Kathleen Edson District Counsel: Susie Altman

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**1. CALL TO ORDER** A regular meeting of the Napa County Resource Conservation District was called to order at 8:00 a.m. on Thursday, August 13, 2015, by President Beth Painter.

**A. Roll Call.**

Directors present included Beth Painter, Jon Kanagy, Bill Pramuk, Ashley Anderson Bennett and Jim Lincoln. Associate Directors present included Carolyn Ferris Parker, John Nogue, Robert Zlomke and Margaret Woodbury. Directors Gretchen Stranzl McCann and Rainer Hoenicke were excused. RCD staff present included Leigh Sharp, Kathleen Edson and Anna Mattinson. NRCS was represented by Rita Steiner.

**B. Approval of Meeting Minutes.**

Approve the minutes from the July 9<sup>th</sup> regular meeting.

MOTION: Lincoln; SECOND: Kanagy; AYES: Painter, Kanagy, Pramuk, Anderson Bennett, Lincoln; NOES: None; ABSENT: Stranzl McCann, Hoenicke; ABSTENSIONS: None. Motion carried.

**C. Ratification of District Bills.**

There were no bills to be ratified.

**D. Approval of District Bills.**

Approve bills for June 2015 batch in the amount of \$31,548.09 (\$26,364.34 RCD regular batch, \$0 Preauthorization, \$0 Extra Batch, \$0 Journal Entries, \$5,183.75 Kaiser).

MOTION: Kanagy; SECOND: Anderson Bennett; AYES: Painter, Kanagy, Pramuk, Anderson Bennett, Lincoln; NOES: None; ABSENT: Stranzl McCann, Hoenicke; ABSTENSIONS: None. Motion carried.

## **2. PUBLIC COMMENTS**

There were no public comments.

## **3. EDUCATIONAL PRESENTATION**

Stephanie Turnipseed from the City of Napa Recycling Division gave a presentation on the City's recycling activities.

## **4. REPORT FROM EXECUTIVE DIRECTOR, DISTRICT CONSERVATIONIST AND DIRECTORS' COMMENTS**

Leigh reported on the following:

- The Bay Friendly Garden Tour Open House planning is underway. It is scheduled for October 4.
- The Youth Ecology Corps worked at Vintage High School Rain Garden.
- RCD volunteer, Andrew Lincoln, has been leading Youth Ecology Corps activities.
- Volunteer Molly King, who is a previous recipient of the Directors' Scholarship award, has been volunteering 10 hours a week and is working on organizational activities for the Coastal Clean Up Day, which will be held on September 19.
- Many schools are interested in the LandSmart Youth Services Programs. Planning is underway and additional funding is being sought, specifically through the Napa Valley Community Foundation and the Davies Ag Fund.
- Road related Sediment Reduction Plan is being developed for the Land Trust's Sutro Preserve.
- All scour chains have been recovered from the Napa River this year. The scour results show all data within acceptable limits.
- A kayak trip (watershed educational tour) with the Boys and Girls Club took place in July.
- Dog Days of Summer, a pet waste pick-up event at Alston Park was a success and resulted in over 350 pounds of waste being disposed of
- The RCD participated in the Humane Society walk for animals.

- The wildlife series started last night at Napa Book Mine with a lecture on otters – to a standing room only crowd.
- Leigh is working on the Annual Report for 2014-15.
- Charles Pillon, the RCD's internal auditor, will be here soon to start to advance audit prep work. Auditor Larry Bain will be here in September to start the annual audit.
- Leigh met with the head of LAFCO to discuss annexing the City of Napa boundary (as of 1945) as part of the District. After discussion it didn't appear to be a necessary or practical step to take at this time.
- Future staffing positions that are being considered include that of Conservation Program Manager, to manage the LandSmart Program and do fund development, among other duties and a Conservation Program Assistant.
- Leigh wants to consider potential changes to the duties and scope of the bookkeeping and administrative positions.

Rita reported on the following:

- NRCS Pathways student, Kelsey, is wrapping up her internship. She did an excellent job and RCD and NRCS provided her with an interesting job experience.
- Kelsey completed data collection for the county on conservation practices related to water quality for TMDL goals.
- Rita spent multiple days training NRCS employees in California on Civil Rights.
- Kelly and Rita attended carbon model training webinars on crop and range.
- Rita attended the Farm Bureau Water Forum in St. Helena.
- Napa NRCS Field Office has been approved for an engineer.

## **5. CONSENT CALENDAR**

Approve items on the Consent Calendar.

MOTION: Kanagy; SECOND: Lincoln; AYES: Painter, Kanagy, Pramuk, Anderson Bennett, Lincoln; NOES: None; ABSENT: Stranzl McCann, Hoenicke; ABSTENSIONS: None. Motion carried.

**A. RCD Activity Report for July.**

**B. NRCS Activity Report for July.**

**C. Authorization for President to sign Contract with Sonoma Resource Conservation District (RCD) for Napa RCD to provide vineyard irrigation system evaluation services in Napa River watershed.**

**D. Authorization for President to sign Memorandum of Understanding with Marin Municipal Water District for LandSmart for Kids and Students and Teachers Restoring a Watershed (STRAW).**

**E. Authorization for President to sign Agreement with Napa County for RCD to perform fisheries monitoring and restoration project design review related to restoration work in the Napa River watershed.**

## **6. SET ITEMS OR PUBLIC HEARINGS**

No set items or public hearings are scheduled.

## **7. OLD BUSINESS**

There was no Old Business

## **8. NEW BUSINESS**

### **A. Review and Discussion of District Financial Reports.**

Anna presented the Accounts Receivable and Cash Flow financial reports and reported that the current Available Cash is significantly lower than last month due to the following reasons: 1) Between the last report and this report there were several final quarter and bi annual payments made to the County for services such a IT, legal, auditing, HR, 2) Unlike past years, and due to changes with CalPERS, in July we paid \$85,000.00 in a lump sum (rather than spread over 12 months) for our CalPERS unfunded liability for fiscal year 15/16. For this advance payment we received a \$3000 discount, 3) Worker's Compensation Insurance and Property and Liability insurance for the fiscal year were paid in full unlike previous years when payments were made quarterly. There is no reason for concern, but we will keep monitoring our cash.

### **B. Authorize signing of Resolution 2015-05 to Provide Workers' Compensation Coverage for Volunteers.**

To limit liability to the District when volunteers are working on behalf of the RCD, staff would like the board to authorize signing of a resolution which would allow specific volunteers to receive workers' compensation in the event of injury. California Labor Code section 3363.5 states that a person who performs voluntary service without pay for a public agency will be eligible for workers' comp upon adoption of a resolution by the governing body. This resolution will go along with the Volunteer Policy.

Motion to authorize signing the resolution.

MOTION: Kanagy; SECOND: Anderson Bennett; AYES: Painter, Kanagy, Pramuk, Anderson Bennett, Lincoln; NOES: None; ABSENT: Stranzl McCann, Hoenicke; ABSTENSIONS: None. Motion carried.

**C. Discussion and Possible Adoption of the Following Policies: Volunteer Policy, Directors Travel Policy.**

Motion to approve these policies.

MOTION: Lincoln; SECOND: Kanagy; AYES: Painter, Kanagy, Pramuk, Anderson Bennett, Lincoln; NOES: None; ABSENT: Stranzl McCann, Hoenicke; ABSTENSIONS: None. Motion carried.

**D. LandSmart Program Update and Discussion.**

Leigh reported that the LandSmart Program has many pieces – LandSmart for Kids, LandSmart on the Ground, LandSmart Planning, LandSmart Water Resources. The Grape Growers have expressed interest in participating in and enhancing the agricultural element of LandSmart for Kids, Youth Stewards Initiative. Napa Valley Vintners has expressed interest in learning more about LandSmart Planning and certification to explore the relationship between Napa Green Land and LandSmart.

**E. Fund Development Strategy discussion.**

The fund development strategy has been completed and we are looking at the next steps. We will engage in discussions with the WICC regarding our mutual interest in getting funding for on-going, long term monitoring.

**F. CARCD Conference Update and identify which Board members are interested in attending.**

CARCD Annual Conference will be November 18 – 21 at Tenaya Lodge near Yosemite. There will be training opportunities, various breakout sessions regarding conservation issues around the State, and CARCD Board meetings in which our Board members may participate. Registration is currently open and hotel rooms should be booked soon for those who plan to attend. Gretchen Stranzl McCann, Jim Lilncoln and Ashley Anderson Bennett have expressed interest in attending.

**G. Discuss Upcoming Events and Possible Director Participation**

1. Monthly Wildlife Speaker Series: 2<sup>nd</sup> Wednesday of each month (August – December) 7:00 – 8:00 p.m. at Napa Bookmine
2. California Special District Association (CSDA) Legislative Tour to Huichica Creek Sustainable Demonstration Vineyard: October 19, 2015 **afternoon time tbd.**
3. CARCD Annual Conference: November 18 – 21 Tenaya Lodge at Yosemite
4. Napa Valley Grapegrowers Rootstock: November 12, Napa Valley Exposition Fairgrounds, 8:00 – 3:30
5. Napa Valley Give Guide Community Night: November 4<sup>th</sup>, evening.
6. Napa RCD to sponsor Napa Green Drinks on February 2, 2016! We're looking for a house or location to host so that we can have wine. Farm Bureau was recommended as one potential option.

### **Correspondence**

1. Napa Register article (front page!) about Napa River Watershed educational kayak tour on the Napa River.
2. The Resource: America's Voice for Conservation
3. Farm Bureau Grower Advocate (LandSmart article on page 15).
4. The Crush

### **9. ADJOURNMENT**

Motion to end the meeting at 9:30 a.m.

MOTION: Lincoln; SECOND: Pramuk; AYES: Painter, Kanagy, Pramuk, Anderson Bennett, Lincoln; NOES: None; ABSENT: Stranzl McCann, Hoenicke; ABSTENSIONS: None. Motion carried.

Respectfully submitted,

Kathleen Edson, District Secretary  
(Recording #41)

**CONTRACT BETWEEN SONOMA RESOURCE CONSERVATION DISTRICT  
AND NAPA COUNTY RESOURCE CONSERVATION DISTRICT  
FOR PROFESSIONAL SERVICES**

Location of Project: Sonoma Valley, CA

Sonoma Resource Conservation District, hereinafter referred to as "SRCD," hereby enters into a contract with Napa County Resource Conservation District, a special district in the state of California, hereinafter referred to as "NCRCD", for professional services to assist with LandSmart® Farm Plans for Sonoma Creek vineyards, hereinafter known as "Project."

**TERMS AND CONDITIONS**

1. **Effective date and duration:** This contract shall become effective on July 1, 2015 and shall be in effect until June 30, 2017, or such time as may be extended by permissible delays.
2. **Termination:** Either party shall have the right to terminate this contract for any reason upon 30-day written notice to the other party. In the event of such termination, NCRCD shall be entitled to payment for all work performed on the Project prior to such termination.
3. **List of Attachments:** The following attachments are incorporated herein:  
Exhibit A: Scope of Work, Budget, and Hourly Rates of Compensation
4. **NCRCD Responsibilities:**
  - A. NCRCD will provide services to the SRCD as described in Exhibit A: Scope of Work.
  - B. NCRCD will supply all labor, manpower, equipment needed to complete work as directed in this contract.
  - C. Work will be performed on a time and materials basis as reflected in Exhibit B: Fee Schedule.
5. **Total Costs:** Not to exceed **\$14,225** without written authorization from SRCD. A SRCD representative will review the project and all reports before the release of monies.
6. **Invoices:** NCRCD will invoice the SRCD by the 8<sup>th</sup> of the month for reimbursement when qualifying expenditures are initially made by NCRCD. NCRCD will provide copies of purchase orders, invoices and original receipts for purchases of any materials or supplies, and outside services with the invoices. Invoices should include detailed description of services rendered and should reference the Contract No. 319hSV\_PhII-1.

**7. SRCD Responsibilities:**

- A. Certifications and Registrations: SRCD will be responsible for obtaining any/all proper certificates and registrations necessary for complete compliance with all state, county and federal mandates present for work in the area described.
- B. Site Access: SRCD will provide site access to NCRCD personnel for the purpose of completing the work described in this contract.
- C. Payments: For all work completed under Contract, SRCD will send payment to NCRCD within 30 days of reimbursement from the Funder to the following:

Leigh Sharp, Executive Director  
Napa County Resource Conservation District  
1303 Jefferson Street, Suite 500B  
Napa, CA 94559

- 8. **Status of NCRCD:** NCRCD, in performing the services specified herein, shall act as an independent contractor. Nothing in this Contract shall be construed as creating a joint venture, partnership, employer/employee, or similar relationship between the Parties.
- 9. **Amendment/Modification:** Except as specifically provided herein, this contract may be modified or amended only in writing and with the prior consent of both parties. Consent for SRCD shall be given by the Executive Director. Consent for NCRCD may be given by the Executive Director
- 10. **Indemnification:** To the full extent permitted by law, NCRCD and SRCD shall each defend, indemnify and hold harmless each other as well as their respective directors, officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or other contractors or their subcontractors, when performing any activities or obligations required of that party under this contract. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this contract. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract, 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.
- 11. **Commercial General Liability and Automobile Liability Insurance:** NCRCD shall provide proof of insurance maintaining coverage at least as broad as the following for both commercial general liability and automobile liability insurance:
  - A. Insurance Services Offices Office Commercial Liability coverage (Occurrence Form CG 0001)
  - B. Insurance Service Offices Form Number CA 0001 covering Automobile Liability,



Symbol 1 (any auto)

- C. **General Liability:** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used either the general aggregate limit shall apply (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the SRCD) or the general aggregate limit shall be twice the required occurrence limit.
  - D. **Automobile Liability:** One million dollars (\$1,000,000) for bodily injury and property damage for each accident limit.
  - E. Such liability insurance shall indemnify the SRCD against loss from liability imposed by law upon, or assumed under contract by, NCRCD for damages on account of such bodily injuries (including death), property damage, personal injury, and completed operations and product liability.
  - F. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, and completed operations liability.
  - G. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
  - H. NCRCD shall provide proof of insurance to the SRCD upon the signing of this contract and/or prior to beginning any work.
12. **Workers' Compensation and Employer's Liability Insurance:** NCRCD shall provide proof of insurance verifying that it is insured (or be qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.
13. **Attorney Fees, Applicable Law and Forum:** In the event either party brings an action or proceeding for damages arising out of the other's performance under this contract or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney fees and costs as part of such action or proceeding. This contract shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Contract or the breach thereof shall be brought and tried in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
14. **Nondiscrimination:** NCRCD shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination. NCRCD agrees not to unlawfully discriminate, harass or to allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, ancestry, age, marital status, physical disability, mental disability, medical condition, national origin and denial of family care leave.
15. **No Waiver:** The waiver by either party of any breach or violation of any requirement of

this contract 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 contract.

16. **Notices:** All notices required or authorized by this contract 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 either 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 the deposit, whichever is earlier.

SRCD  
Kara Heckert  
Executive Director  
1221 Farmers Ln., Ste. F  
Santa Rosa, CA 95405

NCRC  
Leigh Sharp  
Executive Director  
1303 Jefferson St., Ste. 500B  
Napa, CA 94559

17. **Consent:** Wherever in this Contract the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
18. **Assignment and Delegation:** Neither party hereto shall assign, sublet, or transfer interest in or duty under this Contract without the written consent of the other, and no assignment shall be in force or effect whatsoever unless and until the other party shall so have consented.
19. **Severability:** If any provision of this contract, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this contract.
20. **Authority to Contract:** NCRC and SRCD each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this contract.
21. **Entirety of Contract:** This contract, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire contract between the parties relating to the subject of this Contract and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

22. **Survival of Terms:** All express representations, waivers, indemnifications, and limitations of liability included in this Contract will survive its completion or termination for any reason.

The above contract as outlined is hereby agreed upon:

94-1569332

Napa County Resource Conservation District  
Federal I.D. Number

\_\_\_\_\_  
Beth Painter, President  
NAPA COUNTY RESOURCE CONSERVATION DISTRICT

\_\_\_\_\_  
Date

ATTEST: KATHLEEN EDSON  
NCRCD Secretary

APPROVED AS TO FORM:  
MINH C. TRAN, NCRCD Legal Counsel

By \_\_\_\_\_

By \_\_\_\_\_, Deputy

\_\_\_\_\_  
Kara Heckert, Executive Director  
SONOMA RESOURCE CONSERVATION DISTRICT

\_\_\_\_\_  
Date

**Exhibit A: Scope of Work, Budget, and Compensation**

Napa County RCD Subcontractor Agreement  
State Water Board Agreement No. 14-423-252

**Scope of Work and Budget**

	SCOPE OF WORK TO BE PERFORMED BY NAPA COUNTY RCD (NCRCD)	DUE DATE	BUDGET
Task 2	Provide technical assistance, as budget allows, for carrying out LandSmart® Farm Planning workshops and for completing LandSmart® farm plans for participating landowners in the Sonoma Creek watershed	As needed	\$14,225.00

**Hourly Rates of Compensation**

NCRCD shall bill SRCD, and SRCD shall compensate NCRCD for the services outlined in Scope of Work and Budget above, in accordance with the following hourly rates for the NCRCD employees whose positions are noted:

- Sr. Hydrologist \$88.20
- Sr. Biologist \$105.15
- Vineyard Conservation Coordinator \$78.76
- Conservation Project Manager \$86.79
- Executive Director \$113.08

NCRCD may, with written approval of SRCD Executive Director, add positions and change hourly compensation rates with the explicit understanding that NCRCD must still adhere to the budget limitation.

**NAPA COUNTY RESOURCE CONSERVATION  
DISTRICT AGREEMENT NO. 2015-\_\_\_\_**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the NAPA COUNTY RESOURCE CONSERVATION DISTRICT, whose mailing address is 1303 Jefferson Street, Suite 500B, Napa, CA 94559, hereinafter referred to as "NCRCD", and the FRIENDS OF THE NAPA RIVER, a 501(c)(3) non-profit organization, hereinafter referred to as "FONR," whose mailing address is PO Box 537, Napa CA 94559.

**RECITALS**

**WHEREAS**, the mission of FONR is to be the community's voice for the responsible protection, restoration, development and celebration of the Napa River and its watershed; and

**WHEREAS**, the mission of NCRCD is to promote responsible watershed management through voluntary stewardship and technical assistance; and

**WHEREAS**, the Napa County Wildlife Conservation Commission awarded a grant in the amount of \$10,000 to FONR to partner with NCRCD to form the Napa Youth Stewardship Council (NYSC) for the purpose of engaging and developing youth leaders in enhancing wildlife habitat and promoting natural resource conservation; and

**WHEREAS**, FONR and NCRCD wish to collaborate to form and lead the Napa Youth Stewardship Council; and

**WHEREAS**, FONR wishes to subgrant \$6,908 to NCRCD for staff time and expenses to develop and implement the Napa Youth Stewardship Council.

**TERMS**

**NOW, THEREFORE**, FONR and NCRCD agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on September 1, 2015 and shall expire on June 30, 2016, unless terminated earlier in accordance with Paragraph 8 (Termination for Convenience); except that the obligations of NCRCD to FONR under Paragraph 7 (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 FONR shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraph 18 (Access to Records/Retention).
2. **Scope of Services.** NCRCD and FONR shall provide those services set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of NCRCD's fulfillment of the promised work, FONR shall pay NCRCD at the rates set forth in Exhibit "B."

(b) Expenses. Expenses related to fulfilling the scope of work in Exhibit "A" will be reimbursed by FONR at cost, subject to the maximum amount set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payment under this Agreement shall be a total of SIX-THOUSAND NINE HUNDRED AND EIGHT DOLLARS (\$6,908.00) for services and expenses; provided, however, that such amount shall not be construed as a guaranteed sum, and payments shall be based upon services actually rendered and expenses actually incurred.

4. **Method of Payment.** All payments for compensation and reimbursement for expense shall be made only upon presentation by NCRCD to FONR of an itemized billing invoice which indicates, at a minimum, NCRCD's name, address, Taxpayer Identification Number and, for compensation, an hourly itemization of time worked during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly rate and, for expense reimbursement, a description of the nature and actual cost of the expense. NCRCD shall submit invoices no more often than monthly and no less often than quarterly to FONR, which shall be payable within thirty days of submission.

5. **Independent Contractor.** NCRCD shall perform this Agreement as an independent contractor. NCRCD and the officers, agents, employees and volunteers of NCRCD are not, and shall not be deemed, FONR employees for any purpose, including workers' compensation. NCRCD shall, at its own risk and expense, determine the method and manner by which duties imposed on NCRCD by this Agreement shall be performed; provided, however, that FONR may monitor the work performed by NCRCD. NCRCD and its officers, agents, employees and volunteers shall be entitled to none of the benefits accorded to a FONR employee. FONR shall not deduct or withhold any amounts whatsoever from the compensation paid to NCRCD, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, NCRCD shall be solely responsible for all such payments.

6. **Rights of Entry.** NCRCD shall be responsible for obtaining all rights-of-entry upon private property necessary to perform the Tasks set forth in Exhibit "A." Notwithstanding NCRCD's responsibility, FONR will assist NCRCD with gaining said rights of entry.

7. **Hold Harmless/Defense/Indemnification.** NCRCD and FONR shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, or employees when performing any activities or obligations required of that party under this Agreement.

8. **Termination for Convenience.** This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that

no such termination may be effected by FONR unless an opportunity for consultation is provided prior to the effective date of the termination.

9. **Payment for Work upon Expiration or Termination.** NCRCD shall be entitled to retain compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that NCRCD shall not be relieved of liability to FONR for damages sustained by FONR by virtue of any breach of the Agreement by NCRCD whether or not the Agreement expired or was terminated for convenience or cause.

10. **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.

11. **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 either 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.

FONR

Shari Gardner, Executive Director  
Friends of the Napa River  
P.O. Box 537  
Napa, CA 94559  
707-254-8520

NCRCD

Leigh Sharp, Executive Director  
Napa County Resource Conservation District  
1303 Jefferson Street, Suite 500B  
Napa, CA 94559  
707-252-4188 x110

12. **No Assignments or Subcontracts.** A consideration of this Agreement is the special background and expertise of NCRCD and its staff within the County of Napa; therefore, NCRCD shall not assign any interest in this Agreement, or subcontract any of the services NCRCD is to perform hereunder without the prior written consent of FONR, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by NCRCD, or to perform any remaining services required under this Agreement without extension of any deadlines specified in the Scope of Work shall be deemed to be reasonable grounds for FONR to withhold its consent to assignment.

13. **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. In particular, only FONR may authorize, in the form of an amendment of this Agreement, extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of NCRCD to secure such authorization in writing in advance of performing any of the 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.

14. **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.

15. **Compliance with Laws.** In performing the Tasks set forth in Exhibit "A", NCRCD and FONR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

16. **Access to Records/Retention.** FONR, any local, federal or state grantor agency funding all or part of the compensation payable hereunder, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of NCRCD 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, NCRCD shall maintain all required records for at least seven (7) years and all pending matters are closed, whichever is later.

17. **Authority to Contract.** NCRCD and FONR each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

18. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public or a category thereof.

19. **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.

20. **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.



21. **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.

22. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

NAPA COUNTY RESOURCE CONSERVATION  
DISTRICT

ATTEST: KATHLEEN EDSON,  
NCRCD Secretary

By \_\_\_\_\_  
BETH PAINTER, Chair  
"NCRCD"

By \_\_\_\_\_

APPROVED AS TO FORM:  
NCRCD Legal Counsel

Date: August 27, 2015  
By Susan B. Altman, Deputy

NCRCD Youth Steward Council Agreement with FONR 2015-16.docx

FRIENDS OF THE NAPA RIVER, a non-profit  
organization

By \_\_\_\_\_  
BERNHARD KREVET, President  
"FONR"

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **I. DESCRIPTION OF WORK**

NCRCD and FONR are collaborating to develop and carry out Napa Youth Stewardship Council. NYSC will be composed of up to 20 youth from high schools within Napa County. Students will meet approximately once a month through June 2016 for 8 total meetings. NCRCD and FONR will provide the students with the support, education and training to conduct projects which enhance and protect wildlife habitat and conservation efforts, and allow them to serve as docents and mentors to their peers and to other younger students and provide outreach and environmental education to the public. NCRCD and FONR have collaborative roles to play with developing and implementing this new council. NCRCD shall perform tasks consistent with the Napa Youth Stewardship Council proposal that was selected for funding by Napa County Wildlife Conservation Commission (Exhibit A-1)

##### **1. Form Napa Youth Stewardship Council (NYSC)**

NCRCD shall:

- Draft an application and develop selection criteria for NYSC.
- Coordinate disseminate of application and outreach materials to teachers, principals, superintendents and guidance counselors.
- Assist in the selection of up to 20 youth from a pool of student applicants.

##### **2. Conduct NYSC Meetings and Materials**

NCRCD shall:

- Be primary lead for coordinating and conducting up to three NYSC meetings, including recruitment of speakers, facilitation of meetings, and materials development, as needed.
- Assist FONR, as needed, with conducting up to three additional NYSC meetings.
- Collaborate with FONR to coordinate and conduct up to two NYSC meetings, which may include the Youth Summit meeting and the final meeting.
- Assist students in developing and documenting NYSC-generated service projects.
- Collaborate with FONR to create a Legacy binder of materials to be used with future Napa Youth Stewardship Council cohorts.

##### **3. Service Projects**

NCRCD shall:

- Develop and coordinate two service learning projects for NYSC which may include but are not limited to: Community Oak Tree Planting Days, Salvador Creek Restoration, Maintenance of the Vintage High School Rain Garden, and Leadership at Coastal Clean-Up Day sites.
- Assist students, as needed, in completed NYSC-generated service projects.
- Assist students, as needed, in creating NYSC public relations and education materials including materials for news and social media, Earth Day exhibitor booth, presentations to local representatives (Watershed Information and Conservation Council, NCRCD Board, FONR Board, City Council, Board of Supervisors, etc.)

**EXHIBIT A-1**

Napa Youth Stewardship Council  
Proposal Application

Submitted by Friends of the Napa River  
Prepared for the Napa County Wildlife Conservation Commission  
April 27, 2015

## **EXHIBIT B**

### **COMPENSATION AND EXPENSES**

#### **Hourly Rates for Compensation**

NCRCD shall bill FONR, and FONR 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 below.

- Education Program Coordinator \$63.26
- Stewardship Facilitator \$76.20
- Senior Hydrologist: \$88.20
- Senior Biologist: \$105.15
- Vineyard Conservation Coordinator \$78.76
- District Administrator \$101.54
- Accounting Technician \$73.08
- Executive Director: \$113.08

NCRCD adjusts its billable rates annually on July 1 and whenever there is a change in an employee's underlying direct pay rate. Whenever there is a other change to any of these rates, or if additional positions are added, NCRCD will notify FONR immediately, and with the approval of FONR's Executive Director, NCRCD may implement such adjusted rates. In any case NCRCD must still adhere to the Total Budget limitation.

#### **Expenses:**

Expenses may include travel mileage. Mileage will be billed at the approved IRS Mileage Reimbursement Rate. Expenses may also include but are not limited to student project supplies such as native plants, herbivory protection, mulch, education materials, community outreach.

**Total Budget** **\$6,908.00**  
(maximum for labor and expenses)

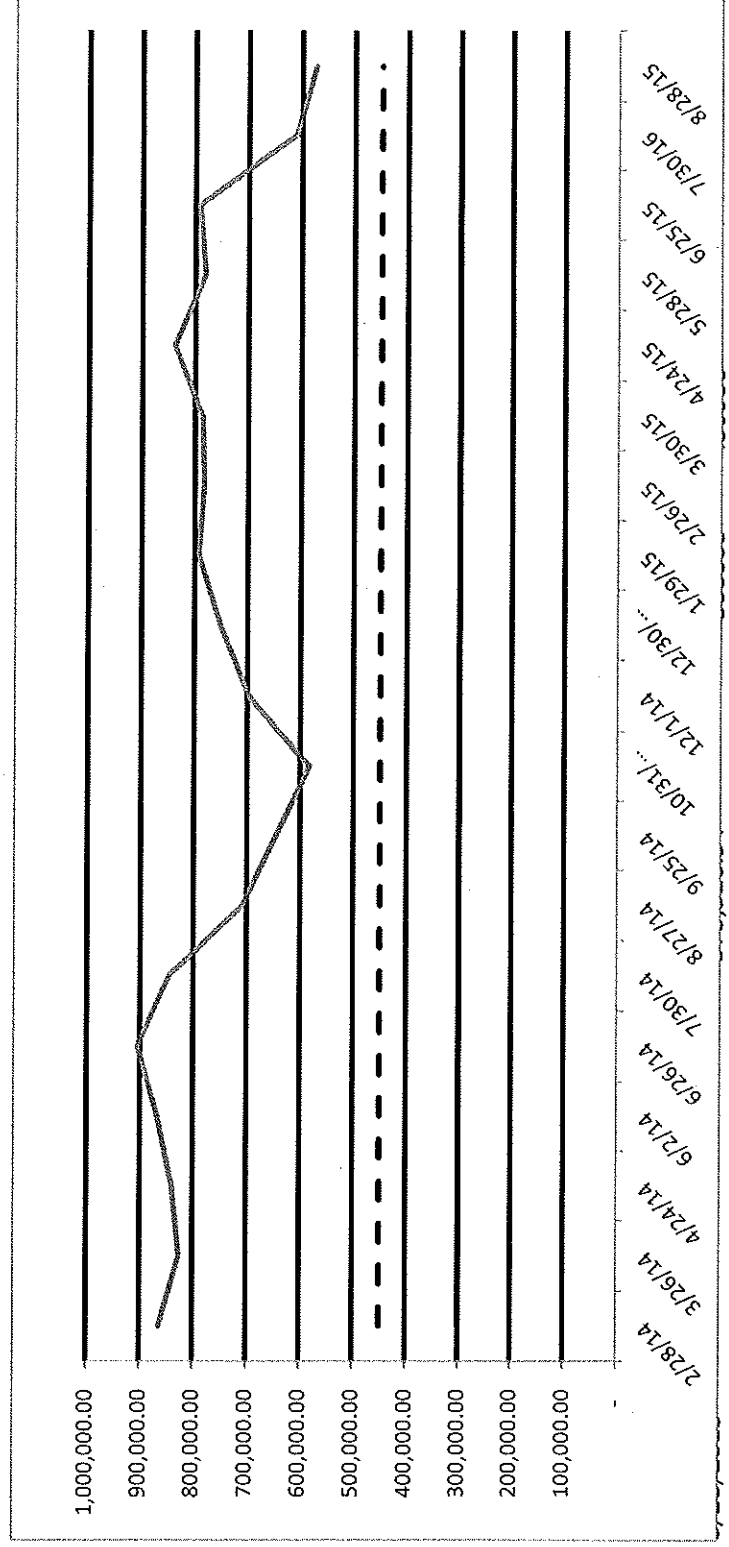
Estimated Cash Available as of 8/28/15

CASH AVAILABLE	\$	573,926.94
ACCOUNTS RECEIVABLE TOTAL	\$	176,504.70
CASH AVAILABLE + ACCOUNTS RECEIVABLE	\$	750,431.64
Current Liabilities (estimated)		
Payroll ending	\$	33,625.32
Accrued Vacation as of 8/21/15	\$	20,601.02
Accrued Sick as of 8/21/15	\$	34,257.85
Current Batch	\$	12,659.14
Deferred Revenue(earmarked)	\$	3,475.53 See Note*
TOTAL \$	\$	104,618.86
NET CASH AVAILABLE (including accounts receivable & current liabilities)	\$	645,812.78

* Deferred Rev.	Received
2,294.80	Gasser Barrier
1,180.73	Mead Foundation
3,475.53	TOTAL

6/10/2013  
11/4/2013

\* All of the deferred revenue listed above falls under the Other Grants category in the budget.



Accounts Receivable as of 8/28/2015

November-14	MMWD/TMDL Implementation	1,687.52	
Subtotal			1,687.52
December-14	CEMAR/Fisheries Monitoring	7,373.67	
	MMWD/TMDL Implementation	3,109.52	
Subtotal			10,483.19
January-15	MMWD/TMDL Implementation	5,524.39	
Subtotal			5,524.39
February-15	MMWD/TMDL Implementation	16,540.83	
Subtotal			16,540.83
March, 2015	MMWD/TMDL Implementation	7,767.65	
	CEMAR/Fisheries Monitoring	11,767.26	
Subtotal			19,534.91
April-15	MMWD/TMDL Implementation	4,336.93	
	NBWA LANDSMART	1,691.56	
Subtotal			6,028.49
May-15	CDFA	2,000.00	
	MMWD/TMDL Implementation	2,775.91	
	City of Napa WTRCON	2,263.54	
Subtotal			7,039.45
June-15	City of Napa WTRCON	1,414.26	
	DFW/Roads	3,449.36	
	CEMAR/Fisheries Monitoring	19,828.31	
	NOAA Fish Barrier	4,193.75	
	MMWD/TMDL Implementation	6,089.80	
	DFW/Calistoga Barrier Plan	4,193.75	
	NBWA LANDSMART	3,723.63	
	San Mateo RCD	2,621.67	
	SRCD LANDSMART	7,770.88	
Subtotal			53,285.41
Jul-15	City of Napa WTRCON	1,219.20	
	County JPA	9,891.20	
	DFW/Dry Season	4,505.10	
	DWR/Mobile Lab	13,247.38	
	MMWD/TMDL Implementation	4,397.36	
	EPA ITAS Support	547.03	
	FCD	13,254.60	
	NBWA LANDSMART	1,981.20	
	SWRCB WING CANYON	1,822.59	
	WICC	5,514.85	
Subtotal			56,380.51
TOTAL			176,504.70

Carneros (Local)

CDFA - Calif. Dept. of Food & Agric. - SWEEP (State Water Efficiency Enhancement Program)

CEMAR = Center for Ecosystem Management Restoration (State)

City of Napa WTRCON - Water Conservation - Vintage Rain Garden

CLSI-UNRP - California Land Stewardship Institute-Upper Napa River Project (Federal)

DFW - Department of Fish & Wildlife - Roads

DFW - Department of Fish and Wildlife/Calistoga Barrier (Federal)

DWR - Department of Water Resources - Mobile Lab (State)

FCD - Flood Control District (Local)

LTNC - Land Trust of Napa County - Roads Assistance

MMWD TMDL - Marin Municipal Water District (Total Maximum Daily Load) (Federal)  
NBWA-Landsmart - North Bay Watershed Associates  
NC GROUNDWATER EDUC - Napa County Ground Water Education  
Napa County Flood Authority - Zinfandel  
Napa County Flood Authority - Measure A  
Napa Co. Public Works - ITAS (Implementation, Tracking & Accounting Systems) (Federal)  
PBES JPA - Planning, Building & Env. Services - Joint Powers Agreement (Local)  
PCWG - Putah Creek Watershed Group (Local)  
SWRCB - State Water Resources Control Board - Wing Canyon (Federal)



## Napa County Resource Conservation District

1303 Jefferson St., Ste. 500B

Napa, California 94559

Phone: (707) 252-4188

Fax: (707) 252-4219

[www.naparcd.org](http://www.naparcd.org)

September 10, 2015

RESOLUTION NO. 2015-06

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAPA COUNTY RESOURCE CONSERVATION DISTRICT DESIGNATING POSITIONS WHOSE INCUMBENTS ARE AUTHORIZED TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE STATE COASTAL CONSERVANCY AND AMENDMENTS THERETO.**

**WHEREAS**, the Napa County Resource Conservation District applied to the State Coastal Conservancy for a grant to implement a project entitled, "5000 Oaks Initiative" in the Napa Valley in Napa County, California; and

**WHEREAS**, the State Coastal Conservancy authorized funding for "5000 Oaks Initiative" contingent upon execution of a "Standard Agreement" between the State Coastal Conservancy and the Napa County Resource Conservation District; and

**WHEREAS**, the State Coastal Conservancy, as part of the "Standard Agreement" requires that the Board of Directors of the Napa County Resource Conservation District adopt a resolution designating positions whose incumbents are authorized to negotiate and execute an agreement and amendments thereto on behalf of the grantee;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Napa County Resource Conservation District as follows:

1. The Board of Directors hereby authorizes the Executive Director to negotiate and execute amendments to the "Standard Agreement"; and
2. The Board of Directors hereby authorizes the President of the Board of Directors to execute the "Standard Agreement".

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Board of Directors of the Napa County Resource Conservation District at a regular meeting of the Board held on the 10th day of September, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

Signed: \_\_\_\_\_

ATTEST: KATHLEEN EDSON,  
Secretary of the Napa County Resource Conservation District

\_\_\_\_\_



**STANDARD AGREEMENT**

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER <b>15-021</b>	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. <b>94-1569332</b>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE

**Executive Officer**

AGENCY

**State Coastal Conservancy**

, hereafter called the Conservancy, and

GRANTEE'S NAME

**Napa County Resource Conservation District**

, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:




**SCOPE OF AGREEMENT**

Pursuant to Chapters 3 and 4.5 of Division 21 of the Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the Napa County Resource Conservation District ("the grantee") a sum not to exceed \$90,000 (ninety thousand dollars), subject to this agreement. The grantee shall use these funds to implement the following "5,000 Oaks Initiative" project ("the project") at multiple sites in Napa Valley, County of Napa, as shown on Exhibit A, which is incorporated by reference and attached.

*(Continued on following pages)*

The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE		
AGENCY <b>State Coastal Conservancy</b>	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) <b>Napa County Resource Conservation District</b>			
BY (Authorized Signature) 	BY (Authorized Signature) 			
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Samuel Schuchat, Executive Officer</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Frances Knapczyk, Executive Director</b>			
ADDRESS & PHONE NUMBER <b>1330 Broadway, 13<sup>th</sup> Floor Oakland, CA 94612</b>	ADDRESS <b>1303 Jefferson Street, Suite 500B Napa, CA 94559</b>			
	Phone: (510) 286-1015		Phone: (707) 252-4188 x1156	
AMOUNT ENCUMBERED BY THIS DOCUMENT  <b>90,000.00</b>	PROGRAM/CATEGORY (CODE AND TITLE) <b>Local Assistance</b>	FUND TITLE <b>California Clean Water, Clean Air,...(Prop 40)</b>		
	(OPTIONAL USE) <b>5000 Oaks Initiative</b>			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$-0-</b>	ITEM <b>3760-101-6029(1)</b>	CHAPTER <b>25</b>	STATUTE <b>2014</b>	FISCAL YEAR <b>14/15</b>
TOTAL AMOUNT ENCUMBERED TO DATE <b>90,000.00</b>	OBJECT OF EXPENDITURE (CODE AND TITLE) <b>San Francisco Bay/Climate Ready</b>			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
SIGNATURE OF ACCOUNTING OFFICER 		DATE		
<input type="checkbox"/> GRANTEE <input type="checkbox"/> ACCOUNTING <input type="checkbox"/> PROJECT MANAGER <input type="checkbox"/> CONTROLLER <input type="checkbox"/> STATE AGENCY				

I certify that this agreement is exempt from Department of General Services' approval.

Erlinda Corpuz  
Contracts Manager



**SCOPE OF AGREEMENT** (Continued)

The grantee will plant approximately 5,000 oak seeds from five oak tree species native to the Napa River watershed. In carrying out this project, the grantee will engage approximately 1,500 6<sup>th</sup> grade students in Napa County through classroom education and planting days, conduct community oak planting events, and develop a map-based, internet- accessible oak tree survival and growth tracking tool which the public will be able to use to monitor the success of the plantings.

The grantee shall carry out the project in accordance with this agreement and a work program, as provided in the “WORK PROGRAM” section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

**CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT**

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The board of directors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“the Executive Officer”) has approved in writing:
  - a. A work program for the project as provided in the “WORK PROGRAM” section, below.
  - b. A plan for the installation of signs and acknowledgment of Conservancy support as provided in the “SIGNS AND ACKNOWLEDGMENT” section, below.
  - c. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
  - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
  - b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the “INSURANCE” section, below.

**CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT** (Continued)

4. Additionally, no Conservancy funds shall be disbursed until the grantee has provided the Executive Officer with evidence that all other public funds available for the project have been expended.
5. The grantee has entered into an agreement with the owner(s) of any site on which the project will occur by which the owner of the property agrees to permit the grantee to carry out the project and the subsequent monitoring and maintenance obligations under this agreement and agrees not to disturb or adversely affect the oak plantings done under the project.

**TERM OF AGREEMENT**

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in the “CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT” section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through September 30, 2023 (the “termination date”) unless otherwise terminated or amended as provided by the agreement. However, all work shall be completed by September 30, 2018 (“the completion date”). The grantee shall submit the final Request for Disbursement no later than October 31, 2018.

**AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its June 25, 2015 meeting, the Conservancy adopted the resolution attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

**WORK PROGRAM**

Before starting the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this agreement. The work program shall include:

1. A detailed project description, including all project components.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant and all other sources of monies, materials, or labor. The grantee also shall review the plans on site with Conservancy staff.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to implementation.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

## **WORK PRODUCTS**

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

## **SIGNS AND ACKNOWLEDGMENT**

Prior to beginning the project, the grantee shall submit a plan to the Executive Officer for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The grantee shall install and maintain a minimum of one central sign at one of the publicly-owned project sites and visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy logo. The Conservancy shall provide specifications for the signs to the grantee for this purpose. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

Further, the grantee will include acknowledgement of Conservancy funding for all project sites on the grantee's project website.

## **COSTS AND DISBURSEMENTS**

When the Conservancy determines that all “CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT” have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee’s satisfactory progress under the approved work program and upon the grantee’s submission of a “Request for Disbursement” form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee’s satisfactory completion of project implementation and compliance with the “PROJECT COMPLETION” section, below, and upon the Conservancy’s acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (“CCR”), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed “Request for Disbursement” form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. Hourly rates billed to the Conservancy and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.

### **COSTS AND DISBURSEMENTS** (Continued)

2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the project and comparing it to the status required by the work program (budget, timeline, tasks, etc.) including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

### **EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

### **PROJECT COMPLETION**

Within ninety days of completion of implementation of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. A report by the grantee documenting (through photographs and other documentation) and certifying completion of the project according to the approved work program.



**PROJECT COMPLETION** (Continued)

2. Documentation that signs are installed as required by the “SIGNS AND ACKNOWLEDGMENT” section of this agreement.
3. A fully executed final “Request for Disbursement.”

Within thirty days of grantee’s submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

**EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this

**EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM** (Continued)

agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

**USE, MANAGEMENT, OPERATION AND MAINTENANCE**

The grantee shall use, manage, operate and maintain the project in a manner consistent with the grant purposes. The grantee assumes all management, operations and maintenance costs associated with the project, including the costs of ordinary repairs and replacements of a recurring nature, and costs of enforcement of regulations. The grantee may include in the agreement with a project site owner required by condition precedent no. 5, in the “CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT” section, above, a provision by which the project site owner agrees to assume on behalf of the grantee some or all of the management, operations and maintenance costs associated with the project implemented on that owner’s property, provided that the agreement expressly acknowledges that the Conservancy is a third party beneficiary of the provision. The Conservancy shall not be liable for any cost of such management, operations or maintenance. The grantee shall refrain from developing or otherwise using any other property it owns or controls in the vicinity of the project in such a way as to interfere with or inconvenience the use, management, operation or maintenance of the project or to detract from the project purposes. In any agreement with a project site owner required by condition precedent no. 5, above, the grantee shall include a provision which imposes this same obligation on the project site owner.

The grantee may be excused from its obligations for management, operation and maintenance only upon the written approval of the Executive Officer.

**MITIGATION**

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) any portion of the oak tree plantings for which the Conservancy has provided funding under this agreement. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation based on the oak tree plantings shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation. In any agreement with a project site owner required by condition precedent no. 5, above, the grantee shall include a provision which imposes these same obligations on the project site owner.

## **INSPECTION**

Throughout the term of the agreement, Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

## **INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

## **INSURANCE**

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

**INSURANCE** (Continued)

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers’ Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
  - a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.  
*(Including operations, products and completed operations, as applicable)*
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
  - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.

**INSURANCE** (Continued)

- b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - (i) The State of California, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
  - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
  - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
- 5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
- 6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may, at any time, require complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

**INSURANCE** (Continued)

7. **Contractors.** The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. **Premiums and Assessments.** The Conservancy is not responsible for premiums and assessments on any insurance policy.

**AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the implementation of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

**AUDITS/ACCOUNTING/RECORDS** (Continued)

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

**COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, or military and veteran status (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This

**NONDISCRIMINATION** (Continued)

nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

**PREVAILING WAGE**

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities. The grantee may also review the Conservancy publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (January 2015)*, available from the Conservancy on request, for additional information.

**INDEPENDENT CAPACITY**

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

**ASSIGNMENT**

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

**TIMELINESS**

Time is of the essence in this agreement.



### **EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

### **AMENDMENT**

As expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

### **LOCUS**

This agreement is deemed to be entered into in the County of Alameda.

### **SURVIVAL**

The obligations in the "WORK PRODUCTS" section of this agreement and the obligations in the "INDEMNIFICATION AND HOLD HARMLESS" section of this agreement shall survive the termination of this agreement.

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# Napa County Resource Conservation District

## POLICY MANUAL

**POLICY TITLE:** Health and Safety  
**POLICY NUMBER:** 3020

**3020.1** The Napa County Resource Conservation District holds safety in the workplace for employees and the public as our highest priority. In compliance with California law, and to promote the concept of a safe workplace and implement this policy, the District maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives and is attached to this policy for reference.

**3020.2** All employees are responsible for their own safety, as well as that of others in the workplace and District facilities. To help maintain a safe workplace, everyone must be safety-conscious at all times. Immediately report all work-related injuries or illnesses to the Executive Director or District Administrator. Additionally, employees are to report any unsafe or hazardous conditions to the Executive Director or District Administrator.

**3020.3** Necessary safety equipment will be purchased by District and used by all employees who require such equipment on the job. It is the employee's responsibility to utilize, protect and safeguard such equipment from damage.

**3020.4** In compliance with Proposition 65, the District will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

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# **Napa County Resource Conservation District**

## **POLICY MANUAL**

**POLICY TITLE: Procurement of Construction Services**

**POLICY NUMBER: 3210**

### **3210.1 In General**

The District shall contract for construction work on a non-discriminatory basis, without regard to race, color, national origin, sex/gender or gender identification, age, religion, marital status or disability. Unless otherwise required by a contract, agreement or grand conditions with another public entity which requires its own more restrictive procedures to be followed and/or has required the construction contractor to be specified and identified in a grant application to that other entity, the following procurement procedures will be used by the District for the acquisition of such services. Projects will only be performed with the written consent of the owners of the project site. Contracts for financial, economic, accounting, engineering, legal or administrative services related to the construction projects are considered "special" or "professional services" to be procured under the procedures set forth in Policy No. 3205.

### **3210.2 Preparation of Scope of Work**

District staff shall prepare a scope of work that will be tailored to the specific type of project being constructed. The scope of work should include a description of the nature of the work to be completed, time requirements, and/or proposal requirements so that engineering or other contract consultants, if retained due to complexity of the project, can adequately prepare a detailed scope of work including plans, specifications, drawings, provision for site visits and cost estimate. If the District wishes to allow responding contractors to bid upon equivalent alternative methods to complete the specified work or to submit cost bids for possible additions or deductions from the original specifications, this shall be stated in the solicitation.

### **3210.3 Solicitation of Bids**

District staff may solicit any interested contractor who is accredited, licensed, and (for public works projects costing over \$1,000) registered with the California Department of Industrial Relations to submit a proposal for the work. A minimum of three contractors shall be solicited and an announcement of the opportunity to bid shall be posted on the District website when the project cost is estimated to be in excess of \$100,000.

### **3210.4 Submission of Bids**

Responding contractors shall submit a written proposal, including cost bid, to complete the project or perform the work specified in the solicitation, including any suggested alternative methods and/or bids

related to possible additions or deductions if such have been noted as possible in the solicitation.

### **3210.5 Award of Contract**

The Board may award the contract to the bidder whose proposal is deemed by the Board to be of greatest advantage to the District or may reject all bids. The selected proposal is not required to be the proposal of least cost. If the cost estimate is in excess of \$100,000 and no proposals are received using the methods otherwise specified in this policy, or all submitted proposals have been rejected by the Board, the District Executive Director may solicit the services of any duly licensed and (when required by law) registered contractor to perform the work and the contract for the work may be awarded by the Board to such contractor in accordance with a scope of work and budget negotiated by the contractor and the Executive Director.

### **3210.6 Prevailing Wage Laws**

The provisions of Chapter 1, Part 7 of the California Labor Code commencing with Section 1720 and related regulations of the California Department of Industrial Relations are applicable to public works contracts, as defined in those statutes, which are valued at \$1,000 or greater which are entered into by the District. When federal funds are involved in the project, provisions of the federal Davis-Bacon Act and related federal regulations may also apply. Because these statutes and regulations, the exemptions thereto and the judicial and regulatory interpretation thereof are subject to modification from time to time, District staff involved with such projects shall consult with District legal counsel prior to soliciting interested contractors for such projects and any of the procedures set forth in this Policy 3210 shall be deemed modified to conform to such modifications without further action being required by the District Board.

### **3210.7 Emergency Work**

In the event of a determination of emergency conditions by the Board of Directors, the above provisions herein shall not apply if doing such would delay performance of the work. In that case, the District shall proceed as outlined in Public Contract Code Section 22050 et. Seq., with the District Executive Director authorized to enter into construction contracts to make emergency repairs, subject to reporting to and ratification by the District Board in the manner set forth in Sections 22050, as such may be amended by the California Legislature from time to time.

# **Napa County Resource Conservation District**

## **INJURY AND ILLNESS PREVENTION PROGRAM**

The District believes that everyone benefits from a safe and healthy work environment. The District is committed to maintaining a safe workplace and to complying with applicable laws and regulations governing safety. No function at Napa County Resource Conservation District is so critical as to require or justify a compromise of safety and health.

To achieve a safe and healthy work environment, the Napa County Resource Conservation District (District) implements this **Injury and Illness Prevention Program** (Program). This Program is everyone's responsibility as we work together to identify and eliminate conditions, practices, policies and procedures that compromise safety.

To this end, all employees, Board members, and Associate Directors, and volunteers have the authority to take action to prevent mishaps.

It takes positive and genuine effort to assure a safe work environment. The alternative is wasted money and wasted time due to occupational injuries and illnesses and their associated pain and suffering.

District expectations are that everyone will:

1. Do the right thing the first time.
2. Seek to integrate safety into all tasks.
3. Avoid taking short cuts related to safety.
4. Take time to assure a safe workplace.
5. Have a safe and healthy work experience here at the District.

### **Responsibilities**

The Executive Director and her/his designee, have the responsibility of providing a safe place to work including district facilities, equipment, standards and procedures, adequate supervision and recognition for a job done properly. They are responsible for training District employees to perform their jobs properly and safely. They teach, demonstrate, observe and enforce compliance with established safety standards.

1. Executive Director and her/his designee has responsibility for implementation, maintenance, and update of this policy.
2. Employees have the responsibility of performing their tasks properly and safely. They are to assure themselves that they know how to do the job properly, and ask for additional training or assistance when they feel there is a gap in their ability, knowledge, or training. They should never undertake any task, job, or operation unless they are able to perform it safely.

## **Compliance**

### **1. Management Responsibility**

Management is responsible for ensuring that organizational safety and health policies are clearly communicated and understood by employees. Management is expected to enforce the rules fairly and uniformly.

### **2. Employee Responsibility**

All employees are responsible for using safe work practices, for following directives, policies and procedures, and for assisting in maintaining a safe work environment.

### **3. Employee Training**

Employees who are unaware of correct safety and health procedures are trained or retrained.

### **4. Employee Correction**

Employees who fail to follow safe work practices and/or procedures, or who violate organizational rules or directives, are subject to disciplinary action, up to and including termination.

Management corrects safety violations in a manner considered appropriate by the District board.

A suggested pattern for normal correction is as follows.

- a. First Offense - The employee is given verbal counseling and training as appropriate for the circumstance.
- b. Second Offense - The employee is given a written warning. The documentation outlines the nature of the offense, describes what action(s) the employee must take to correct the problem, and warns the employee that another violation may result in suspension.
- c. Third Offense - The employee completes an action plan for correcting their behavior and working with the organization within a positive safety culture.
- d. Termination - When an employee is terminated, specific and documented communication as outlined above must have occurred.

Notwithstanding the above, employment at the District is “at-will” and the District reserves the right to correct in any fashion it deems appropriate, including the right to terminate employment immediately.

## **Communication**

### **1. Two-Way Communication**

Management recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace.

### **2. The Organization's System of Communication**

The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable.

- a. An orientation program is given to all new employees and includes a review of the **Injury and Illness Prevention Program** and a discussion of policy and procedures that the employee is expected to follow.
- b. The District has regularly scheduled staff meetings where safety is freely and openly discussed by all present. At least bi-annually a specific safety topic will be covered and documented at the conclusion of a staff meeting. Employees are expected to attend and are encouraged to participate in discussion and bring safety issues or concerns to the attention of management and other staff members. Additional safety meetings may be held as needed and deemed appropriate by management.
- c. From time to time, as necessary, written safety notifications are posted on organization bulletin boards.
- d. Other methods of communicating pertinent health and safety information are used as they are identified.

### **3. Safety Suggestions and Hazard Reporting**

- a. All employees are encouraged to inform management personnel of any matter which they perceive to be a workplace hazard, or a potential workplace hazard. They are also encouraged to report suggestions for safety improvement.

This reporting can be done orally or in writing. If done in writing, the notification may be given directly to the Executive Director or her/his designee.

- b. If an employee wishes to report anonymously, a hazard, safety suggestion, or other safety problem he or she may submit a report or suggestion without including their name.
- c. No employee shall be retaliated against for reporting hazards or potential hazards, or for making suggestions related to safety.

- d. The Executive Director or her/his designee will review all suggestions and hazard reports.
- e. If employees provide their names in regard to the notification, they are informed of what is being done - within 5 working days of receipt.

### **Hazard Identification & Evaluation**

#### **1. Safety Inspections**

Safety inspections are conducted for all office areas at least annually by the Executive Director or her/his designee. Hazards found are corrected on the spot or recommendations are submitted for future corrections.

#### **2. Additional Inspections**

Additional inspections are also conducted whenever new substances, processes, procedures or equipment present a new safety or health hazard and whenever management/supervisor(s) become aware of a new or previously unrecognized hazard, either independently or by receipt of information from an employee.

### **Injury/Illness Investigation**

#### **1. Investigation**

All accidents resulting in injury or property damage are investigated to determine the primary and contributing causes within seven working days of the initial report. This information is documented and analyzed to assist in obtaining corrective actions to prevent similar accidents from occurring in the future. The responsibility to see that this investigation is performed rests with the Executive Director.

#### **2. Reporting**

All facts, findings, and recommendations are documented on an accident investigation report. Management reviews accident investigation reports with a view towards determining adequacy of corrective action.

### **Correction of Hazards**

When a hazard exists it is corrected on a timely basis based on the severity of the hazard. If imminent danger exists to any employees, management removes these employees from the danger at once, and personnel are provided with the necessary safeguards to correct the hazard.

### **Training**

#### **1. Orientation - New Employees**



The Executive Director or designee conducts the initial orientation on general safety within the first two days that the new employee is on the job. All employees are provided with a copy of the Injury and Illness Prevention Program (this document).

2. Initial On-The-Job Training

When an employee first starts to work, the Executive Director or designee trains the employee in all aspects of safety for the purpose of educating the new employee on the hazards of the work environment and the required safety procedures to mitigate those hazards.

All new hires are given a copy of the organization's **Injury and Illness Prevention Program** and specific safety guidelines that apply to their work environment.

3. Specific Organization-Wide Training

a. Disaster Preparedness

This training includes the organization's disaster preparation structure and how the employee fits into the structure, i.e., what the employee is to do under specific circumstances, such as fire, earthquake, medical emergency, and bomb threat.

b. First Aid, CPR, and Bloodborne Pathogen Training

Every two years all District employees receive first aid, CPR, and bloodborne pathogen training in accordance with the American Red Cross and/or American Heart Association requirements.

c. Defensive Driver Training

All employees who may drive on District business receive defensive driver training not less than every three years. Driving on District business includes driving District and NRCS vehicles as well as personal vehicles.

d. Ergonomics

All employees receive ergonomic training for their specific jobs. At a minimum, each employee receives training on proper lifting techniques and, if necessary, computer workstation design.

4. Additional training is provided whenever:

- a. New substances, processes, procedures or equipment pose a new hazard and there is a lack of skill or knowledge to deal with the situation.
- b. Management becomes aware of a previously unrecognized hazard and there is a lack of skill or knowledge to deal with the hazard.

**DRAFT: DO NOT CIRCULATE**  
**POSITION DESCRIPTION**

**Conservation Program Assistant**

\$21.50 - \$26.92 per hour

\$44,720.00 - \$55,933.60 per year

This position is located in the Napa County Resource Conservation District field office in Napa County, California. The employer is the Board of Directors of the Napa County Resource Conservation District, day to day supervision will be by the Executive Director, and the Conservation Program Assistant will also receive direction from other District staff. All employees serve at the will of the Board of Directors. All District employees are required to work collaboratively and to serve as a positive role model for other employees by supporting the mission, vision, and values of the District.

**General Responsibilities**

With direction from District staff, the Conservation Program Assistant will assist in implementing the District's programs related to conservation education, watershed assessment and monitoring, and conservation planning assistance. The Conservation Program Assistant may also help with other work necessary or important to the District.

**Primary responsibilities**

*Conservation Education Program Assistance (40%):*

- Assist in preparing education program materials for field trips and classroom visits to support LandSmart for Kids (field trip/presentation supplies, outreach materials, etc.)
- Conduct classroom presentations and assist the Education Program Coordinator during field trips with elementary through high school aged students.
- Assist in the preparation and coordination of community creek clean-up events.
- Assist in the coordination of public workshops and events.
- Assist with other RCD events, projects, and programs as necessary.

*Watershed Assessment and Monitoring Assistance (20%):*

- Assist with hydrologic monitoring of local streams (i.e., stream flow monitoring).
- Assist with fisheries and other biological monitoring (e.g., spawner surveys, out-migrant trapping).
- Assist with stream habitat surveys and other field surveys.
- Assist with other monitoring efforts, as needed.
- Enter field data utilizing MS Excel and MS Access, or similar.

*Conservation Planning Assistance (30%):*

- Assist with and conduct vineyard irrigation system evaluations (field work, data analysis, and report writing).
- Assist with field evaluations related to storm water pollution prevention.
- Assist with conservation planning and technical assistance on agricultural lands.
- Assist Vineyard Conservation Coordinator with operations at the District's Sustainable Demonstration Vineyard.

*Other Assistance (10%):*

- Assist in writing grant and other funding requests to support District programs.
- Assist with District outreach through social media and e-blasts.

**Desired Qualifications, Knowledge, Skills & Experience**

- Equivalent to graduation from a four-year college or university with a degree in the field of natural resources (e.g., environmental science/studies, ecology, biology, crop science, etc.). BA/BS highly desirable.
- Familiar with the field of environmental education and project based learning.
- General understanding of watershed processes and ecology.
- Familiarity with the geography, ecology and environmental issues of concern in Napa County.
- Familiarity and interest in sustainable agriculture and natural resource conservation.
- Competency with current computer technologies, software and applications including Microsoft Office Suite and PowerPoint.
- Excellent written and verbal skills.
- Excellent organizational skills, including ability to set priorities, manage time, work under pressure and manage multiple projects effectively.
- Ability to work well independently with a minimum amount of supervision and an ability to work collaboratively with a diverse group of co-workers, participants, and partners.
- Desire to embrace the mission of the District to promote responsible watershed management through voluntary community stewardship and technical assistance.
- A California driver's license, a clean driving record, and successful completion of a background check.

**Physical Requirements**

The Conservation Programs Assistant should be prepared to work in the field, exposed to both cold and warm conditions and may be required to lift and move objects up to 50 pounds. The Conservation Programs Assistant should also have the ability to hike up to 5 miles per day over uneven terrain to conduct field work. The work requires the ability to talk, listen, observe, stoop, reach, sit, stand, and use repetitive motions. The position requires the ability to operate a telephone, computer keyboard, copier, other typical equipment and motor vehicle, vision to read materials and a computer screen, and hearing and speech to communicate in person and over the telephone. When necessary, the position requires the ability to work unusual shifts, including weekends.

# **DRAFT: DO NOT CIRCULATE**

## **POSITION DESCRIPTION**

### **Conservation Program Manager I**

\$37.38 - \$45.48 per hour

\$77,750.40 - \$94,598.40 per year

This position is located in the Napa County Resource Conservation District field office in Napa County, California. The employer is the Board of Directors of the Napa County Resource Conservation District, and day to day supervision will be by the Executive Director. All employees serve at the will of the Board of Directors. All District employees are required to work collaboratively and to serve as a positive role model for other employees by supporting the mission, vision, and values of the District.

#### **General Responsibilities**

The Conservation Program Manager works closely with the Executive Director to establish organization-wide goals and collaborates with other District staff to develop and implement conservation programs to achieve the goals. The Conservation Program Manager is responsible for day-to-day operation of the LandSmart® Program including program implementation, evaluation, fund development, and strategic planning. The Conservation Program Manager will support the Executive Director in budget and contract management and may oversee work of other District staff as directed by the Executive Director. The Conservation Program Manager is expected to develop and maintain good working relationships with diverse community stakeholders, organizations, and local resource agencies, and to represent the District at public events, meetings, and functions.

#### **Primary responsibilities**

##### Business Management (10%)

- Assist the Executive Director with preparation of the District's Strategic Plans, annual plans, and annual reports.
- Facilitate cross-program learning and collaboration among District staff, including staff meetings and other periodic cross-program learning and team building opportunities.
- Provide input to Executive Director related to improving efficiency of district operations and policy implementation.
- Assist Executive Director in preparing documents for the Board of Directors which may include agendas, minutes, program updates, etc.
- Represent the RCD in a variety of settings to build partnerships and to support the mission and programs of the RCD.
- Provide regular updates to the Executive Director regarding program activities, accomplishments, pending issues, etc.

##### Financial Management (10%)

- Assist the Executive Director with preparation of annual budgets and amendments.
- Work with financial and program staff to monitor project budgets and expenditures.

#### Program Management and Fund Development (70%)

- Participate in inter-agency LandSmart® Program meetings with other RCDs that are implementing the program.
- Work with RCD program staff, and consultants, to coordinate delivery and evaluation of the LandSmart® Program in Napa County in accordance with the mission, goals, and values of the District.
- Provide direct technical/conservation planning assistance to District constituents and lead workshops and events that support the programs of the District.
- Oversee management of District contracts and agreements, as assigned by Executive Director, to assure accurate project reporting, compliance, and successful completion. This may include working with the Executive Director to prepare contracts and subcontracts, working with financial staff to track contract finances, and working with District staff to prepare appropriate interim and final reports.
- Develop funding proposals, in collaboration with other RCD staff, to support program implementation and to ensure the continuous delivery of services.
- Promote the LandSmart® Program, and other RCD programs/projects, through press articles, e-news, social media, public speaking, and other means as needed.

#### Personnel (10%)

- As requested by Executive Director, provide oversight and direction to program staff to support effective program delivery.
- Participate in hiring and training of new program staff and evaluation of all staff, as requested by Executive Director.

#### **Desired Qualifications**

- BA/BS in from an accredited school in environmental planning, natural resource management, business or public administration or a related field (Master's Degree preferred).
- 3 years of experience with a non-profit organization or public agency with specific experience in natural resource program development and evaluation, grant management, fundraising, and financial and organizational management.
- Knowledge of public administration requirements and ability to communicate effectively with a volunteer Board of Directors.
- Highly developed people skills with an ability to work well independently with a minimum amount of supervision and an ability to work collaboratively with a diverse group of co-workers, clients, and partners.
- Excellent organizational skills, including ability to set priorities, manage time, work under pressure, and manage multiple projects effectively.

- Ability to prepare and maintain detailed and accurate records, reports, and written correspondence.
- Ability to work comfortably in a wide range of settings including community group meetings, inter-agency meetings, technical conferences, legislative subcommittees, and program development sessions with decision-makers.
- Clear understanding of and commitment to the mission and purpose of the District.
- Competency with MicroSoft Office Suite (demonstrated ability to use *Adobe Creative Suite*, *Word Press* or other website management software, and *Constant Contact* or other social marketing program is highly desirable).
- A California driver's license, a clean driving record, and successful completion of a background check.

**Physical Requirements**

Work is performed in an office environment. The work requires the ability to talk, listen, observe, stoop, reach, sit, stand, move, climb and descend stairs, use repetitive motions, and traverse uneven terrain. The position requires the ability to operate a telephone, computer keyboard, copier, other typical equipment, and motor vehicle, vision to read materials and a computer screen, and hearing and speech to communicate in person and over the telephone. Work requires lifting or moving up to 50 pounds. When necessary, the position requires the ability to work unusual shifts, including weekends.

NAPA COUNTY RESOURCE CONSERVATION DISTRICT

PROPOSED SALARY SCHEDULE

	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	
Biologist I	24.80	51,584.00	26.04	54,163.20	27.34	56,867.20	28.71	59,716.80	30.14	62,691.20	31.65	65,832.00	
Biologist II	33.23	69,118.40	34.56	71,884.80	35.95	74,776.00	37.38	77,750.40	38.88	80,870.40	40.43	84,094.40	
Sr. Biologist	41.65	86,632.00	42.90	89,232.00	44.18	91,894.40	45.51	94,660.80	46.87	97,489.60	48.28	100,422.40	
Hydrologist I	24.80	51,584.00	26.04	54,163.20	27.34	56,867.20	28.71	59,716.80	30.14	62,691.20	31.65	65,832.00	
Hydrologist II	33.23	69,118.40	34.56	71,884.80	35.95	74,776.00	37.38	77,750.40	38.88	80,870.40	40.43	84,094.40	
Sr. Hydrologist	41.65	86,632.00	42.90	89,232.00	44.18	91,894.40	45.51	94,660.80	46.87	97,489.60	48.28	100,422.40	
Education Program Coordinator I	24.80	51,584.00	26.04	54,163.20	27.34	56,867.20	28.71	59,716.80	30.14	62,691.20	31.65	65,832.00	
Education Program Coordinator II	33.23	69,118.40	34.56	71,884.80	35.95	74,776.00	37.38	77,750.40	38.88	80,870.40	40.43	84,094.40	
Education Program Manger	41.65	86,632.00	42.90	89,232.00	44.18	91,894.40	45.51	94,660.80	46.87	97,489.60	48.28	100,422.40	
Conservation Project Manager I	24.80	51,584.00	26.04	54,163.20	27.34	56,867.20	28.71	59,716.80	30.14	62,691.20	31.65	65,832.00	
Conservation Project Manager II	33.23	69,118.40	34.56	71,884.80	35.95	74,776.00	37.38	77,750.40	38.88	80,870.40	40.43	84,094.40	
Conservation Project Manager III	41.65	86,632.00	42.90	89,232.00	44.18	91,894.40	45.51	94,660.80	46.87	97,489.60	48.28	100,422.40	
Vineyard Conservation Coordinat	24.80	51,584.00	26.04	54,163.20	27.34	56,867.20	28.71	59,716.80	30.14	62,691.20	31.65	65,832.00	
Vineyard Conservation Coordinat	33.23	69,118.40	34.56	71,884.80	35.95	74,776.00	37.38	77,750.40	38.88	80,870.40	40.43	84,094.40	
Vineyard Conservation Coordinat	41.65	86,632.00	42.90	89,232.00	44.18	91,894.40	45.51	94,660.80	46.87	97,489.60	48.28	100,422.40	
Stewardship Facilitator I	24.80	51,584.00	26.04	54,163.20	27.34	56,867.20	28.71	59,716.80	30.14	62,691.20	31.65	65,832.00	
Stewardship Facilitator II	33.23	69,118.40	34.56	71,884.80	35.95	74,776.00	37.38	77,750.40	38.88	80,870.40	40.43	84,094.40	
Stewardship Facilitator III	41.65	86,632.00	42.90	89,232.00	44.18	91,894.40	45.51	94,660.80	46.87	97,489.60	48.28	100,422.40	
Conservation Program Assistant	21.50	44,720.00	22.58	46,966.40	23.70	49,296.00	24.89	51,771.20	25.88	53,830.40	26.92	55,993.60	
Conservation Program Manager I	37.38	77,750.40	38.88	80,870.40	40.43	84,094.40	42.05	87,464.00	43.73	90,958.40	45.48	94,598.40	
Bookkeeper	21.32	44,345.60	22.39	46,571.20	23.51	48,900.80	24.68	51,334.40	25.67	53,393.60	26.95	56,056.00	
Accounting Technician	28.30	58,864.00	29.43	61,214.40	30.61	63,668.80	31.83	66,206.40	32.79	68,203.20	33.77	70,241.60	STEP 7
District Administrator	31.30	65,104.00	32.87	68,369.60	34.51	71,780.80	35.89	74,651.20	37.32	77,625.60	38.82	80,745.60	STEP 8
Executive Director	47.71	99,236.80	49.14	102,211.20	50.62	105,289.60	52.13	108,430.40	53.70	111,696.00	55.31	115,044.80	39.98 83,158.40 41.18 85,654.40 56.97 118,497.60 58.68 122,054.40

## NOTICE OF GRANT AND AGREEMENT AWARD

<b>1. Award Identifying Number</b>		<b>2. Amendment No.</b>	<b>3. Award/Project Period</b>		<b>4. Type of Award Instrument</b>																												
<b>5. Agency: Natural Resources Conservation Service (NRCS)</b> <b>(Name and Address)</b>				<b>6. Recipient Organization: (Name and Address)</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>DUNS:</b></td> <td style="width: 50%;"><b>EIN:</b></td> </tr> </table>		<b>DUNS:</b>	<b>EIN:</b>																										
<b>DUNS:</b>	<b>EIN:</b>																																
<b>7. NRCS Program Contact:</b>		<b>8. NRCS Administrative Contact:</b>		<b>9. Recipient Program Contact:</b>	<b>10. Recipient Administrative Contact:</b>																												
<b>11. CFDA Number</b>	<b>12. Authority</b>			<b>13. Type of Action</b>	<b>14. Project Director</b>																												
<b>15. Project Title/Description:</b>																																	
<b>16. Entity Type:</b> <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input type="checkbox"/> State/Local <input type="checkbox"/> Indian/Native American <input type="checkbox"/> Other																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>17. Select Funding Type:</b></td> <td style="width: 20%;"><input type="checkbox"/> <b>Federal</b></td> <td style="width: 20%;"><input type="checkbox"/> <b>Non-Federal</b></td> </tr> <tr> <td>Original Funds Total:</td> <td></td> <td></td> </tr> <tr> <td>Additional Funds Total:</td> <td></td> <td></td> </tr> <tr> <td>Grand Total:</td> <td></td> <td></td> </tr> </table>				<b>17. Select Funding Type:</b>	<input type="checkbox"/> <b>Federal</b>	<input type="checkbox"/> <b>Non-Federal</b>	Original Funds Total:			Additional Funds Total:			Grand Total:			<b>18. Accounting and Appropriation Data</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Financial Code</th> <th style="width: 25%;">Amount</th> <th style="width: 25%;">Fiscal Year</th> <th style="width: 25%;">Treasury Symbol</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Financial Code	Amount	Fiscal Year	Treasury Symbol												
<b>17. Select Funding Type:</b>	<input type="checkbox"/> <b>Federal</b>	<input type="checkbox"/> <b>Non-Federal</b>																															
Original Funds Total:																																	
Additional Funds Total:																																	
Grand Total:																																	
Financial Code	Amount	Fiscal Year	Treasury Symbol																														
<b>19. APPROVED BUDGET</b>																																	
Personnel	\$	Fringe Benefits	\$																														
Travel	\$	Equipment	\$																														
Supplies	\$	Contractual	\$																														
Construction	\$	Other	\$																														
Total Direct Cost\	\$	Total Indirect Cost	\$																														
			Total Non-Federal Funds	\$																													
			Total Federal Funds Awarded	\$																													
			Total Approved Budget	\$																													
<p>This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.</p>																																	



(Continuation)

**NOTICE OF GRANT AND AGREEMENT AWARD**

<b>Award Identifying Number</b>	<b>Amendment No.</b>	<b>Award/Project Period</b>	<b>Type of Award Instrument</b>

<b>Name and Title of Authorized Government Representative</b>	<b>Signature</b>	<b>Date</b>
<b>Name and Title of Authorized Recipient Representative</b>	<b>Signature</b>	<b>Date</b>

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## **INSTRUCTIONS FOR NOTICE OF GRANT/AGREEMENT AWARD**

1. Award Identifying Number:  
Agreement number
2. Amendment No.:  
Amendment number (if applicable)
3. Award/Project Period:  
Start and end date of project
4. Type of Award Instrument:  
Cooperative, Grant, or Contribution
5. Agency:  
Name, Address, City, State, ZIP Code
6. Recipient Organization:  
Name, Address, City, State, ZIP Code, DUNS (Data Universal Numbering System), and EIN (employee identification number)
7. NRCS Program Contact:  
Name and contact information of person to be contact on matters involving the programmatic aspects of the agreement
8. NRCS Administrative Contact:  
Name and contact information of person to be contact on matters involving the administrative aspects of the agreement
9. Recipient Contact:  
Name and contact information of person to be contact on matters involving the technical aspects of the agreement
10. Recipient Administrative Contact:  
Name and contact information of person to be contact on matters involving the administrative aspects of the agreement
11. CFDA Number:  
The Catalog of Federal Domestic Assistance number under which assistance is requested
12. Authority:  
Authority under which the agreement is entered into
13. Type of Action:  
Select one type of action:
  - i. New Agreement.—Agreement awarded for the first time
  - ii. Amendment/Revision.—Any change in financial obligation or deliverables
  - iii. Extension.—Extend performance period
14. Project Director:  
Name and contact information of project director or principal investigator (if applicable)
15. Project Title/Description:  
Brief description of the purpose of the agreement
16. Entity type:  
Type of recipient
17. Funding:  
Federal amount of the award and the non-Federal to be contributed to the project
18. Accounting/Appropriation Date:  
Provide the following:
  - i. Financial Code.—Accounting classification code
  - ii. Amount.—Self explanatory
  - iii. Fiscal Year.—Self explanatory
  - iv. Treasury symbol.—Self explanatory
19. Approved Budget:  
Totals for each budget category

New Redevelopment Layout  
Block E - 1.75 acres  
Orchard - 0.75 acres

Block E  
Acres - 1.75

Block E  
Acres - 1.75

Mixed Orchard  
Acres - 0.75

Source: *East Digital Atlas*, ProByz, Istanbul, Istanbul Geographic, ORKEX Ltd. as  
DE, UBA, UBO, AEA, Osmangazi, Ayrılık, 1981, 1978, 1979, and the GIS  
Use of Community.



NAPA COUNTY  
**RCD**  
Resource  
Conservation  
District



A scale bar with markings at 0, 130, 260, and 520 feet. The bar is black with white markings and text.

Source: Esri, DigitalGlobe, GeoEye, IGN, Aerimag, AeroGRID, IGN, Getmapping, Aerion, USDA, Airphoto, USDA, etc.



Existing Conditions Summary

2.5 acres of Pinot Noir  
Yield is approximately 2.5 tons/acre  
Approximately \$3,200 per ton for pinot noir  
Neighboring parcel is yielding approximately 5 ton/acre  
Irrigation efficiency and distribution uniformity is poor

Proposed Redevelopment

1.75 acres of Chardonnay  
Yield will be approximately 5 ton/acre (cane trained on VSP trellis)  
\$2,650 per ton  
Irrigation will become more efficient  
0.75 acres of standard cider apples

Analysis of replanting 2.5 acres of Pinot Noir to 1.75 acres of Chardonnay and 0.75 acres of mixed apples

Completed to analyze concept of replanting Block E

NO REPLANT PROJECT SCENARIO

Existing 2.5 acre block of Pinot Noir remains

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Anticipated Grape Sales Revenue (\$3289/ton x 2.5 acres x 2.5 tons/acres)	20,557	20,557	20,557	20,557	20,557	20,557	\$ 123,342
Anticipated Vineyard Operation Expenses (2.5 Acres of Pinot Noir)	13,125	13,125	13,125	13,125	13,125	13,125	\$ 78,750
NET REVENUE	\$ 7,432	\$ 7,432	\$ 7,432	\$ 7,432	\$ 7,432	\$ 7,432	\$ 44,592

Assumptions/Basis

Average yield per acre of pinot noir over 10 years is 2.5 tons per year.  
Sale price per ton of pinot noir is \$3,289 (based on last three years).  
Vineyard Management Expenses based on average farming cost of \$5250 per acre.

REDEVELOPMENT SCENARIO

2.5 acres of Pinot Noir converted to 1.75 acres of Chardonnay and 0.75 acres of mixed apple orchard with use of CIG grant

REVENUE

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Anticipated grape sales revenue (Chardonnay)	-	-	11,703	23,406	23,406	23,406	\$ 81,922
Anticipated apples sales revenue	-	-	1,181	2,835	10,631	10,631	\$ 25,279
CIG grant revenue	44,744	11,081	8,823	-	-	-	\$ 64,648
Total Revenue	\$ 44,744	\$ 11,081	\$ 21,707	\$ 26,241	\$ 34,038	\$ 34,038	\$ 171,849

Assumptions/Basis

No revenue for Chardonnay in year 1 & 2, 2.5 tons/acre in year 3, 5 tons/acre starting year 4. Assumes \$2,675 per ton (\$/ton based on past three years)  
Chardonnay yields projected to increase based on new trellis system and based on yields achieved at surrounding vineyards.  
No yield of apples in year 1 & 2, 5 bins in year 3, 12 bins in year 4 and 46 bins in subsequent years (based on research Washington State, Sonoma UCCE, etc.)  
Anticipated revenue per year based on \$315 per bin (based on Washington State, UCCE, and personal communication)

EXPENSE

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Redevelopment & Operation Expenses	33,566	11,081	9,331	13,860	13,860	13,860	\$ 95,558
Soil Samples	1,500		500				\$ 2,000
3 Soil Moisture Probes	6,000						\$ 6,000
Other Project Costs	3,678						\$ 3,678
Total Expense	\$ 44,744	\$ 11,081	\$ 9,831	\$ 13,860	\$ 13,860	\$ 13,860	\$ 107,236

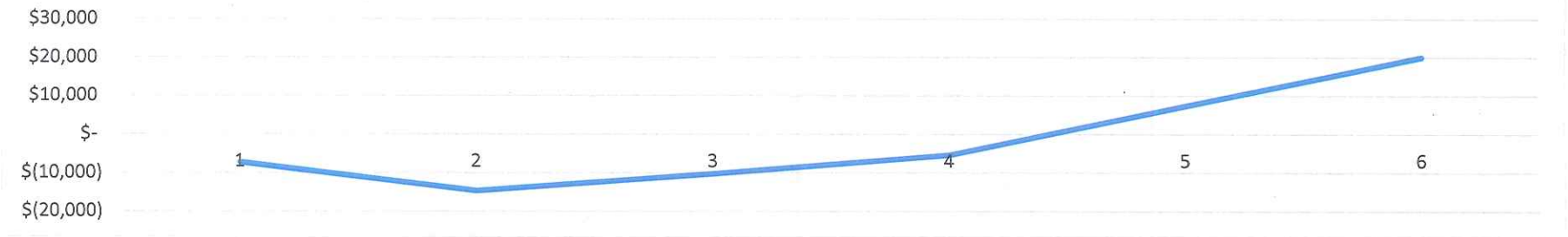
Assumptions/Basis

Redevelopment estimates based on experience and personal communications and ground-truthed with estimates previously provided by Nissen  
Operation estimates for vineyard based on current costs, operation of orchard based on research.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Net Revenue (Expense) for Redevelopment Scenario	\$ -	\$ -	\$ 11,876	\$ 12,381	\$ 20,178	\$ 20,178	\$ 64,612

COMPARISON OF SCENARIOS

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Net Revenue No Replant	7,432	7,432	7,432	7,432	7,432	7,432	44,592
Net Revenue with Redevelopment	-	-	11,876	12,381	20,178	20,178	64,612
Gain (Loss) if we select redevelopment	\$ (7,432)	\$ (7,432)	\$ 4,444	\$ 4,949	\$ 12,746	\$ 12,746	\$ 20,021
Cummulative (recoup losses in year 5)	\$ (7,432)	\$ (14,864)	\$ (10,420)	\$ (5,470)	\$ 7,275	\$ 20,021	



**Contribution Agreement  
Between  
NAPA COUNTY RESOURCE CONSERVATION DISTRICT  
and the  
NATURAL RESOURCES CONSERVATION SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE**

This agreement is made and entered into by Napa County Resource Conservation District, hereinafter referred to as DISTRICT, and the USDA, Natural Resources Conservation Service, hereinafter referred to as NRCS.

**I. PURPOSE**

This project seeks to demonstrate drought resilient and carbon sequestration farming practices at Huichica Creek Vineyard in the Napa Valley, CA. This project will demonstrate how to convert a traditional managed vineyard into a climate/drought resilient and carbon sequestered farm that includes multiple perennial crop types, habitat for wildlife and profits.

This project seeks to maintain healthy soil, air climate and preserve water. This project will have many positive environmental impacts and will have no negative environmental impacts due to the absence of construction associated activities.

**II. OBJECTIVES**

Redevelop approximately 2.5 acres of HCV into 1.75 acres of grape rootstock and clones best suited for the soil type and climate, and 0.75 acre of mixed orchard along an existing riparian/waterway corridor

Develop and implement a Carbon Farming Plan for the redeveloped acreage that both quantifies and improves carbon sequestration and soil water holding capacity  
Document changes in soil properties associated with implementing the Carbon Farm Plan

Improve grape quality through farming practices, irrigation techniques, and selection of more site appropriate rootstocks and clones

Improve irrigation distribution uniformity

Reduce total water applied

Reduce pesticide application volume and frequency

Add additional perennial crops on the edge of the vineyard to create an agriculturally viable and ecologically beneficial transition zone between the existing riparian corridor and the vineyard footprint

Share project concept, motivation, and outcomes with growers through broadly advertised workshops and events

Provide a publicly accessible demonstration vineyard where growers may see first-hand climate/drought resilient vineyard practices as well as multi-cropped farming

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**III. RESPONSIBILITIES**

**A. The District shall:**

1. Provide up to \$65,337.00 to cover project costs to accomplish the deliverables as set forth in this agreement.
2. **Accrual Reports** - NRCS requires quarterly accrual information. An accrual is the dollar value of the work you have performed or will perform by the end of each quarter in cooperation with NRCS but for which you have not yet submitted

Agreement Number 68-9104-5-346  
Contribution Agreement \$61,000.00

an SF-270. With acceptance of this agreement you are required to complete the Accrual Information form and submit it to the Dan Gammad no later than 15 days prior to the end of the quarter (submit by March 11, June 11, September 11, and December 11).

3. Comply with the attached General Terms and Conditions for all other fiscal and program reporting requirements.

**B. NRCS shall:**

1. Provide up to **\$61,000.00** of the project costs described in the agreement and approved budget. The cost to NRCS will not exceed **\$61,000.00** for this agreement period.
2. Certify SF 270's with one of the following statements by the appointed NRCS Program Contact or their designee before the request is forwarded to the NRCS State Office for processing:

**Reimbursements:**

"I certify that, to the best of my knowledge, this bill has not been previously submitted and that program accomplishments will meet planned activities under this agreement. I have examined and certify that this request is correct for payment."



**Advances:**

"I certify that to the best of my knowledge and belief, this advance is necessary to meet planned activities under this agreement. I have examined this request and certify that it is correct for payment."

3. To provide, as needed, technical assistances as available and approved by NRCS.
4. Provide availability to NRCS technology and technical tools to the maximum extent possible and provide quality assurance.

**IV. PERIOD OF PERFORMANCE**

The agreement is effective upon the date of the final signature and will expire on September 30, 2017.

**V. RESOURCES REQUIRED**

- A. The District will provide qualified Staff to complete the statement of work.
- B. NRCS will provide oversight and guidance of this agreement.

**VI. MILESTONES/DELIVERABLES**

Please refer to the attached project proposal and identified project deliverables and Project Action Plan for further details.

**Attachments:**

General Terms and Conditions  
Attachment A – 1619 Confidentiality

2011

**NATURAL RESOURCES CONSERVATION SERVICE  
U.S. DEPARTMENT OF AGRICULTURE**

**GENERAL TERMS AND CONDITIONS  
GRANTS AND COOPERATIVE AGREEMENTS**

**I. APPLICABLE REGULATIONS**

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.)
- (1) 7 CFR Section 3015.205, "General Provisions for Grants and Cooperative Agreements with Institutions of Higher Education, Other Nonprofit Organizations, and Hospitals"
  - (2) 7 CFR Part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
  - (3) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
  - (4) 7 CFR Part 3018, "New Restrictions on Lobbying"
  - (5) 7 CFR Part 3019, "Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals, and Nonprofit Organizations"
  - (6) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
  - (7) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
  - (8) 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"
  - (9) Office of Management and Budget (OMB) Circular No. A-102, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" (including Indian Tribal governments)
  - (10) 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"
  - (11) 2 CFR Part 170 "Reporting Subaward and Executive Compensation Information"
- b. The recipient, and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-tablesearch.html#page1>.)
- (1) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
  - (2) 7 CFR Part 3018, "New Restrictions on Lobbying"
  - (3) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
  - (4) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
  - (5) Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006"
  - (6) 2 CFR Section 175, "Award Term for Trafficking in Persons"



- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>):
  - (1) 2 CFR Part 220, "Cost Principles for Institutions of Higher Education"
  - (2) 2 CFR Part 225, "Cost Principles for State and Local Governments (Including Certain Indian Tribal Governments)"
  - (3) 2 CFR Part 230, "Cost Principles for Nonprofit Organizations"
  - (4) 48 CFR Part 31, "Contract Cost Principles and Procedures"

## II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. Questions about the allowability of particular items of costs should be directed to the NRCS administrative contact identified in the award.

## III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

## IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
  - 1. Grant or agreement number
  - 2. Narrative explaining the requested modification to the project purpose or deliverables
  - 3. A description of the revised purpose or deliverables
  - 4. Signatures of the authorized representative, project director, or both
- b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for

the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.

- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
  2. Severs his or her affiliation with the grantee, the grantee's options include—
    - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
    - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
    - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
  2. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
    - i. The forms and certifications included in the application package
    - ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
    - iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
    - iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization
- Note:** The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.
- d. Budget Revisions.—Budget revisions will be in accordance with 7 CFR Section 3015.115.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
- The length of additional time required to complete the project and a justification for the extension
  - A summary of progress to date
  - An estimate of funds expected to remain unobligated on the scheduled expiration date

- A projected timetable to complete the portions of the project for which the extension is being requested
- Signature of the grantee and the project director
- A status of cost sharing to date (if applicable)

**Note:** An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

## V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS program contact at the address identified in block 7 of the Notice of Grant/Agreement Award. In addition, please include a brief one to three sentence description of accomplishments since prior billing attached with the SF-270.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

## VI. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at <http://www.forms.gov>):

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

- c. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

#### **VII. PERFORMANCE MONITORING AND REPORTING**

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
  - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
  - 2. The reasons why goals and objectives were not met, if appropriate.
  - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 days after completion of project.

#### **VIII. SPECIAL PROVISIONS**

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

#### **IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER**

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 7 CFR Section 3019.36. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor

personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division  
Grants and Agreements Team  
1400 Independence Avenue, SW.  
Room 5221 South Building  
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
  - “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

## **X. COST-SHARING REQUIREMENTS**

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
  1. Immediately notify the NRCS administrative contact of the situation.
  2. Specify the steps it plans to take to secure replacement cost sharing.
  3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization’s proposed plans, the recipient will be notified accordingly. If the organization’s plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the

award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

#### **XI. PROGRAM INCOME**

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

#### **XII. NONEXPENDABLE EQUIPMENT**

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

#### **XIII. LIMIT OF FEDERAL LIABILITY**

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

#### **XIV. MODIFICATIONS AND TERMINATIONS**

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 7 CFR Part 3015, Subpart N.

#### **XV. AWARD CLOSEOUT**

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

#### Attachment A – 1619 Confidentiality

I certify that Napa County Resource Conservation District and Charles Schembre (Project Coordinator) are authorized to provide technical and/or financial assistance for U. S. Department of Agriculture (USDA) conservation programs. USDA's Natural Resources Conservation Service (NRCS) has authority for the delivery of said technical and financial assistance, and hereby agrees to share directly with the Project Coordinator.

Deleted: Project Coordinator

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The USDA data that the Project Coordinator is authorized to use, and are responsible for safeguarding, includes only data necessary for the delivery of technical and/or financial assistance for conservation programs. This may include, but is not limited to, the following contained in the Privacy Act System of Records FSA-2, Farm Records (automated):

- State identification and county number
- Producer/landowner and business entity name, full address, phone number, and identification type
- Farm, tract, field and contract numbers
- Production shares and share of acres for each Farm Serial Number (FSN) field
- Acreage information including crop code
- Practice codes
- Aerial photographs
- Attributes for Common Land Units (CLUs) in USDA Geospatial Information Systems
- Producer Social Security Numbers (SSNs) and tax identification numbers

USDA may authorize me to use the data for the following technical assistance activities for USDA conservation programs:

- Program eligibility determinations
- Policy and program support
- Compliance and status reviews
- Outreach to conservation program participants and non-participants

I am aware that the information may be protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (2014 Farm Bill). I understand that as the supervisor of record of the Project Coordinator that I am personally responsible for upholding the law and safeguarding this information following Natural Resources Conservation Service guidelines and policies and in accordance with the Contribution Agreement (68-9104-5-346), where this certification is incorporated via reference.

I understand that the prohibition on releasing data covered by Section 1619 includes any data that may be obtained from producers or landowners in the course of fulfilling normal FBWB duties while cooperating with the USDA.

The prohibition does not cover data that is collected by local and State entities for their own use as State entities. Since the Project Coordinator may be collecting data from producers and landowners for dual purposes, the Project Coordinator will make clear to producers and landowners the purpose of the information collection at the time the information is collected.

Agreement Number 68-9104-5-346  
Contribution Agreement \$61,000.00

The Project Coordinator will only share data subject to Section 1619 with other USDA certified, authorized employees, contractors, or agents of cooperators in order to cooperate with USDA in implementing its conservation programs. The term "USDA certified" means the individual has proof of a completed USDA certification, such as a similar Section 1619 certification. In particular, the Project Coordinator will not transmit any "Core Personally Identifiable Information" (PII), including any portions of SSNs or maps showing tract, field, or farm identification numbers, via mobile devices including cell and cordless phones.

When their work duties no longer require the Project Coordinator to have access to data subject to Section 1619, they will relinquish the data to the appropriate USDA contact.