



**Napa County Resource Conservation District**  
**1303 Jefferson Street, Suite 500B**  
**Napa, California 94559**  
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## **RCD Activity Report for September 2015**

This report summarizes the monthly activities of the Resource Conservation District staff: Bill Birmingham, Paul Blank, Kathleen Edson, Frances Knapczyk, Jonathan Koehler, Anna Mattinson, Eric McKee, Charles Schambre and Leigh Sharp.

### **Carneros/Huichica Streamgaging**

No work on this project this month.

### **City of Napa Water Conservation**

### **CLSI Upper Napa River Plan**

Jonathan reviewed existing habitat and fisheries data with CLSI and geomorphic consultant Rune Storesund to identify the most promising areas in the upper Napa River for future restoration. The results of this analysis will be used by CLSI to prepare a final report for the project. The RCD's role in this project is now complete.

### **LandSmart for KIDS (Youth Stewards)-**

Eric has scheduled classroom and field trip experiences for classes in every high school in the Napa Valley Unified School District, and Justin-Siena HS, taking place this fall and into 2016.

Eric and Shari (FONR) developed and held the first meeting of the Napa Youth Stewardship Council for 13 local students from 5 different local high schools.

Additional collaborative meetings with professional partners to support the LSK Youth Stewards programs with Dept. of Fish & Wildlife, GAIA Consulting, Napa Solano Audubon, Skyline Wilderness Park, and Napa Valley Grapegrowers.

Partnership with the STRAW program has continued with a meeting in Petaluma with STRAW and Sonoma RCD – both partners will join Eric for a LSK Youth Stewards field trip in December.

### **Land Trust of Napa County**

Bill continued to do equipment oversight of the road improvements on the Wildlakes Preserve. Bill also documented the work by taking 'Pre and Post' project photos.

### **DFW Dry-Season Flow Monitoring**

Paul removed old streamgaging station equipment from the Carneros and Huichica Creek stations, and coordinated, oversaw, and assisted with installation of new stations on Carneros, Huichica, and York Creeks by High Sierra Electronics.

### **DFW Roads Assessment (Ritchey, Mill, York, Sulphur Creek watersheds)**

Bill and France have been doing outreach to landowners for access to do the remaining 8 miles of assessment to suffice the grant goals.

### **DWR Mobile Irrigation Lab**

September was a light month for the MIL. Charles conducted one evaluation in Napa at A Good Find Vineyard.

### **Flood Control Stormwater Monitoring & Watershed Education Project**

Eric delivered classroom presentations to an assembly of 4<sup>th</sup> grade students at Napa Junction Elementary in American Canyon.

Mollie King (RCD Intern) has provided integral coordination support for the success of Coastal Cleanup Day 2015. With Mollie's help, we had 400 volunteers remove approximately 8,237 lbs. of trash and recyclables from 39.5 miles of streets, creeks, and waterways around Napa County!

Mollie and Mayra Guzman from the CCC have both received initial training and orientation to volunteer as stormwater classroom educators for the NCSPPP.

Paul and Jonathan conducted field work associated with dry-season storm drain outfall assessments for 2015 including assessments of over 150 outfalls in 6 local jurisdictions.

### **Flood Control Hydrology Project**

Paul completed an equipment repair at Station 41 (Sulphur Creek at Pope St), processed stage and flow data for several stations, and continued repair/improvement work at several stations in preparation for the upcoming streamflow season. Paul analyzed repeater distances and radio paths for all stations to improve transmission and data quality system-wide.

### **Conservation Regulations Implementation Activity**

- **Plan Pending Revision**

- P14-00410 Le Colline, new vineyard development and TC, Angwin
- P11-00205 Hal-Walt, new vineyard development, Napa
- P15-00118 Sugarloaf, new vineyard development, Napa
- P14-0043 Frost Fire Lommel, new vineyard development, Calistoga
- P15-00006 Ciminelli, new vineyard development, Angwin
- P15-00294 Hendrickson, new vineyard development, Napa
- P15-00227 Jimmy Niks, new vineyard development, Pope Valley

- **Plans Reviewed**
  - P15-00294 Hendrickson, new vineyard development, Napa
- **Plans Reviewed by Committee**
  - P15-00262 Cabral, new vineyard development, Carneros-Napa
- **Pre Plan Assistance**
  - P15-00295 Stagecoach North, new vineyard development, Napa
- **Winterization**
  - Bill and Charles have been inspecting many vineyards in the municipal watersheds.

### **Huichica Creek Vineyard**

Vines were harvested in early September. Yields were below average, which is the norm across the region due to non-ideal bloom and fruit set climatic conditions.

Chardonnay – 18.1 tons

Pinot Noir – 9.5 tons

All the vines have been post irrigated and fertilized, besides block E which will be removed this fall for the redevelopment project.

Charles is spending a lot of his time buttoning up the plan for the vineyard extraction in block E, researching cider variatels and rootstocks, and developing a Carbon Farm Plan.

### **Calistoga Foot Path**

Bill Contacted ESA-PWA to get project updates. ESA-PWA should have close to 100% design completion for the bridge abutments and stream channel configuration by Oct. 2015.

### **Napa River Rutherford Reach Restoration Project Monitoring**

No work on this project this month.

### **NBWA LandSmart On-the-Ground Workshops**

### **WICC/Watershed Education**

Eric led a Sunset/Moonrise Lunar Eclipse Wetlands Walk for over 150 people! This program was in partnership with the American Canyon Community & Parks Foundation.

Eric and Devin from County of Napa Public Works have been working on the 2016 Wild Napa Watershed Calendar, and are on track for a beautiful and informative calendar in time for the holidays.

Eric worked with the Silverado Environmental Association to put together a presentation for an upcoming WICC meeting based on their activities and projects.

### **Wing Canyon Road-related Sediment Reduction Project**

Bill has been working with Lighthouse for the Blind to select a Professional Geologist to review and certify the project.

**Other**

Eric put together a proposal for a small grant from the Napa Valley Community Foundation – Abramowicz Family Fund, which was awarded to the RCD to help pay for our services in coordinating oak planting field trips for Vintage High School with the Land Trust of Napa County.

Eric interviewed and hired a contractor to coordinate Earth Day 2016 with other member of the Environmental Education Coalition of Napa County.

The RCD, along with several partners, presented a cluster poster at the State of the Estuary Conference in Oakland.

**Accounts Receivable as of 9/29/2015**

<b>November-14</b>	MMWD/TMDL Implementation	1,687.52	
<b>Subtotal</b>			<b>1,687.52</b>
<b>December-14</b>	CEMAR/Fisheries Monitoring	7,373.67	
	MMWD/TMDL Implementation	3,109.52	
<b>Subtotal</b>			<b>10,483.19</b>
<b>January-15</b>	MMWD/TMDL Implementation	5,524.39	
<b>Subtotal</b>			<b>5,524.39</b>
<b>February-15</b>	MMWD/TMDL Implementation	16,540.83	
<b>Subtotal</b>			<b>16,540.83</b>
<b>March, 2015</b>	MMWD/TMDL Implementation	7,767.65	
	CEMAR/Fisheries Monitoring	11,767.26	
<b>Subtotal</b>			<b>19,534.91</b>
<b>April-15</b>	MMWD/TMDL Implementation	4,336.93	
	NBWA LANDSMART	1,691.56	
<b>Subtotal</b>			<b>6,028.49</b>
<b>May-15</b>	CDFA	2,000.00	
	MMWD/TMDL Implementation	2,775.91	
	City of Napa WTRCON	2,263.54	
<b>Subtotal</b>			<b>7,039.45</b>
<b>June-15</b>	City of Napa WTRCON	1,414.26	
	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	
	San Mateo RCD	2,621.67	
	SRCD LANDSMART	7,770.88	
<b>Subtotal</b>			<b>46,112.42</b>
<b>Jul-15</b>	County JPA	9,891.20	
	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	
<b>Subtotal</b>			<b>50,656.21</b>
<b>Aug-15</b>	City of Napa WTRCON	1,676.40	
	County JPA	9,262.59	
	County Measure A	2,733.90	
	DFW Dry Season	1,383.00	
	DFW Roads	716.19	
	Wildlife Commission Kayaks	2,384.20	
	DWR/Mobile Lab	10,248.70	
	SWRCB WING CANYON	586.35	
	MMWD/TMDL Implementation	1,734.98	
	WICC	8,626.22	
	EPA ITAS Support	736.05	
	SRCD LANDSMART	433.95	
	FCD	15,007.03	
	Hudson Bio Study	655.05	
	LTNC Tech Assistance	3,530.02	

	NBWA Workshops	2,438.40	
	NBWA Conference	1,447.80	
	NBWA LANDSMART	3,226.26	
<b>Subtotal</b>			<b>66,827.09</b>
<b>TOTAL</b>			<b>230,434.50</b>

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)

### Estimated Cash Available as of 9/29/15

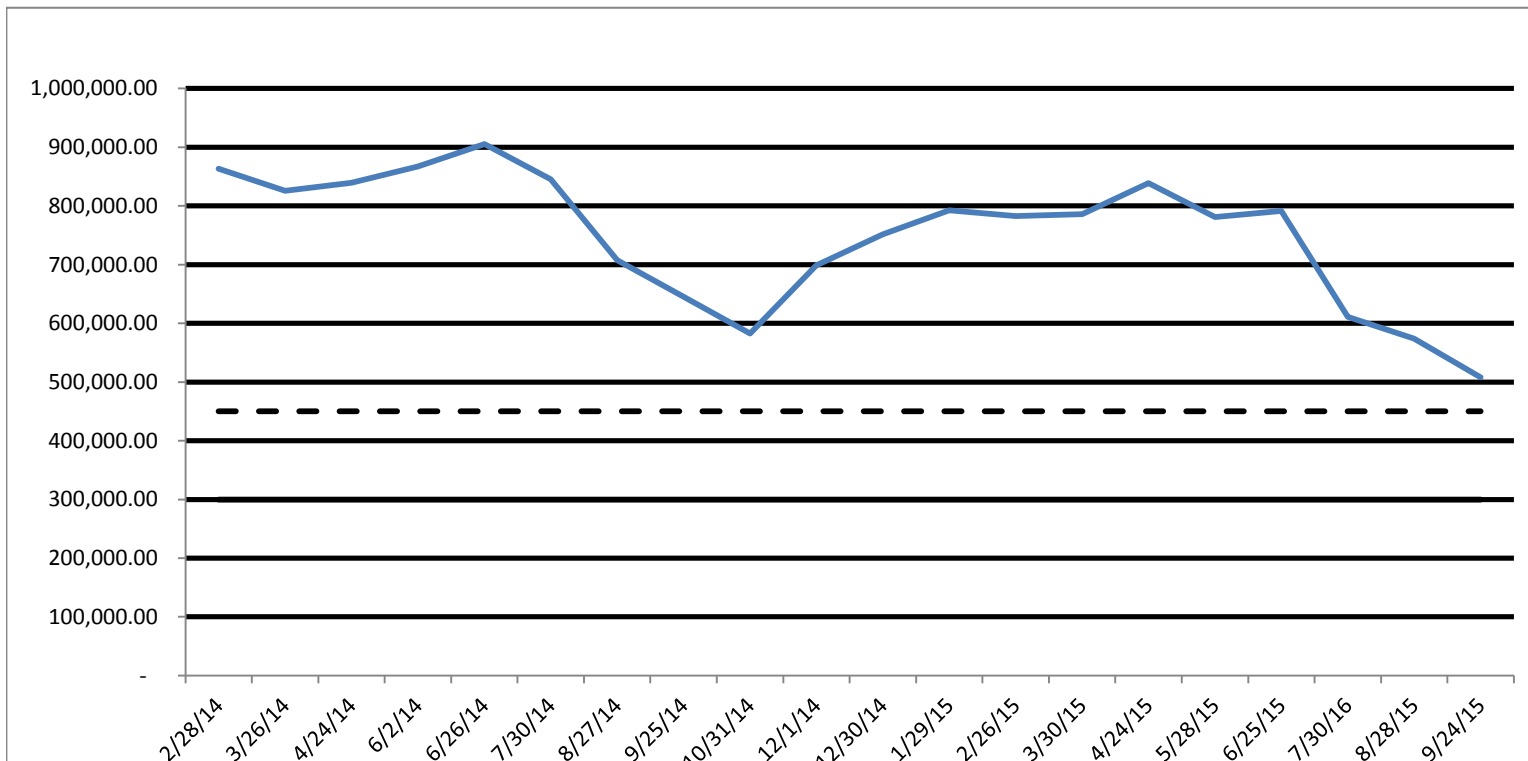
<b>CASH AVAILABLE</b>	<b>\$</b>	<b>507,923.03</b>
<b>ACCOUNTS RECEIVABLE TOTAL</b>	<b>\$</b>	<b>230,434.50</b>
<b>CASH AVAILABLE + ACCOUNTS RECEIVABLE</b>	<b>\$</b>	<b>738,357.53</b>
<b>Current Liabilities (estimated)</b>		
Payroll ending 9/11/15	\$	30,990.87
Accrued Vacation as of 9/25/15	\$	17,851.85
Accrued Sick as of 9/25/15	\$	34,288.54
Current Batch	\$	22,175.17
Deferred Revenue(earmarked)	\$	7,331.90 See Note*
<b>TOTAL</b>	<b>\$</b>	<b>112,638.33</b>
<b>NET CASH AVAILABLE</b> (including accounts receivable & current liabilitye)	<b>\$</b>	<b>625,719.20</b>

\* Deferred Rev.

Received

2,294.80	Gasser Barrier	6/10/2013
5,037.10	Mead Foundation	11/4/2013
<u>7,331.90</u>	<b>TOTAL</b>	

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



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**NAPA COUNTY RESOURCE CONSERVATION DISTRICT  
AGREEMENT NO. \_\_\_\_\_  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of October, 2015, by and between NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as "NCRCD", and Point Blue, a 501(c)(3) non-profit, whose mailing [or business] address is 3820 Cypress Drive #11, Petaluma, CA 94954, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, NCRCD is authorized by Public Resources Code section 9408 to enter into agreements with federal or state agencies to receive funds, and to enter into agreements with private persons to cooperatively expend funds, in furtherance of NCRCD purposes, and is further authorized by Public Resources Code section 9412 to provide technical assistance to private landowners to support projects that minimize soil and related resource degradation; and

**WHEREAS**, NCRCD and NORTH BAY WATERSHED ASSOCIATION, hereinafter referred to as "NBWA" entered into a Memorandum of Understanding, hereinafter referred to as "NBWA MOU" for a project that will implement LandSmart for Kids in Napa County and Students and Teachers Restoring a Watershed ("STRAW") in Sonoma County and will promote collaboration among the two programs; and

**WHEREAS**, NCRCD wishes to subgrant funds from the NBWA MOU in order to implement STRAW in Sonoma County; and

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

**TERMS**

**NOW, THEREFORE**, NCRCD hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NCRCD in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2015 and shall expire on June 30, 2016, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NCRCD shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).
2. **Scope of Services.** CONTRACTOR shall provide NCRCD those services set forth in Exhibit "A", attached hereto and incorporated by reference herein.

**3. Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

**4. Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NCRCD of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

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

(c) CONTRACTOR shall submit invoices not more often than monthly to the Conservation Program Manager who, after review and approval as to form and content, shall submit the invoice to the NCRCD Executive Director or District Board of Directors for approval and to the Napa County Auditor for payment. NCRCD will provide payment to CONTRACTOR no later than 30 days after NCRCD receives payment from NBWA.

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

**5. Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NCRCD employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NCRCD may monitor the work

performed by CONTRACTOR. NCRCD shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

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

(2) Professional Liability/Errors and Omissions. [RESERVED]

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

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

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

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

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

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply

with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

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

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

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

**9. Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The NCRCD Executive Director is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of NCRCD for cause.

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

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

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

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

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

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

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

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that 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.

NCRCD

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

CONTRACTOR

Laurette Rogers  
STRAW Program Director  
3820 Cypress Drive #11  
Petaluma, CA 94954

14. **Compliance with NCRCD Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file at NCRCD and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCRCD employees or contractors. For purposes of this Paragraph, references in the Policies to "County" and "County of Napa" shall mean NCRCD, to "Board" or "Board of Supervisors" shall mean the NCRCD governing board, and to "personnel director", "county administrator (or CEO)" or any other specifically-titled Napa County officer shall mean the NCRCD Executive Director.

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

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

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

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

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Confidential information is defined as all information disclosed to CONTRACTOR which relates to NCRCD's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if

any, in trust and confidence, except with the prior written approval of NCRCD, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NCRCD all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NCRCD.

**16. No Assignments or Subcontracts.**

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

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

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

**18. Interpretation; Venue.**

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

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

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



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

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

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

(d) Prevailing Wages. [RESERVED]

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

or amounts, CONTRACTOR agrees to furnish NCRCD with proof of payment of taxes or withholdings on those earnings.

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

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

23. **Conflict of Interest.**

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

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NCRCD has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By executing this Agreement, the NCRCD hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

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

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach

thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

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

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, 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.

28. **Special Terms and Conditions. [RESERVED]**

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

POINT BLUE, a 501(c)(3) not-for-profit corporation,

By \_\_\_\_\_  
ELLIE COHEN, President & CEO

"CONTRACTOR"

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

By \_\_\_\_\_  
BETH PAINTER, President  
Board of Directors

"NCRCDD"

h.ccoun/docs/Dists/RCD/Agreements/PSA Straw

<div>APPROVED AS TO FORM Office of County Counsel</div> <div>By: _____ NCRCDD Counsel</div> <div>Date: _____</div>		<div>ATTEST: KATHLEEN EDSON Secretary of the Board of Directors</div> <div>By: _____</div>
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## **EXHIBIT “A”**

### **SCOPE OF WORK**

CONTRACTOR shall provide NCRCD with the following services:

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

The Napa County Resource Conservation District (NCRCD) in partnership with Point Blue’s STRAW program has been awarded funds by the North Bay Watershed Association (NBWA) to implement LandSmart® for Kids and STRAW (Students and Teachers Restoring a Watershed) in Napa and Sonoma counties in school year 2015/2016 and to collaborate with one another to share ideas and best management practices in working with high school aged students and incorporating climate resiliency into projects and restoration plans. Consistent with the purpose of the awarded funds, Point Blue (CONTRACTOR) shall:

- Select one planned STRAW restoration that has already been funded in Sonoma County (Petaluma or Sonoma Creek drainage) to use as a teaching site for NCRCD staff and STRAW staff to exchange information and best practices in planning, design, maintenance and monitoring activities.
- Host two school classes and 15 parent volunteers to participate in restoration activities at the site(s) identified.
- Conduct a minimum of two in-class lessons for each student group participating to focus on restoration science and climate change adaptation.
- Invite NCRCD to observe pre-restoration presentations and other classroom and field studies.
- Share climate smart restoration techniques and research with NCRCD staff.
- Invite NCRCD staff to attend the partner portion of STRAW’s Watershed Week in August, 2015, with a focus on “Restoring Biodiversity”.
- Observe and learn from NCRCD’s LandSmart program in action.
- Assist NCRCD in the preparation and presentation of STRAW project results to the NBWA Board of Directors and offer of same to Russian River Watershed Association.
- Provide summary of STRAW program results for school year 2015/16, including for example: number of schools served, number of field days held, number of students served.
- Acknowledge NBWA and other project funders in STRAW publications regarding the 2015/16 program.

## **EXHIBIT “B”**

### **COMPENSATION AND EXPENSE REIMBURSEMENT**

CONTRACTOR shall bill NCRCD, and NCRCD shall compensate CONTRACTOR, in accordance with the following hourly rates for the CONTRACTOR employees and/or contractors whose positions are noted:

<u>Position Title</u>	<u>Hourly Compensation</u>
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# DRAFT MEETING MINUTES

NAPA COUNTY RESOURCE CONSERVATION DISTRICT

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

**Thursday      September 10, 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 8:02 a.m. on Thursday, September 10, 2015, by President Beth Painter.

**A. Roll Call.**

Directors present included Beth Painter, Jon Kanagy, Bill Pramuk, Gretchen Stranzl McCann and Rainer Hoenicke. Jim Lincoln and Ashley Anderson Bennett were absent and excused. Associate Directors present included Joseph Nordlinger and John Nogue. 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 August 13 regular meeting.

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

**C. Ratification of District Bills.**

There were no bills to be ratified.

**D. Approval of District Bills.**

Approve bills for August 2015 batch in the amount of \$26,616.04 (\$21,432.29 RCD regular batch, \$0 Preauthorization, \$0 Extra Batch, \$0 Journal Entries, \$5,183.75 Kaiser).

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

## **2. PUBLIC COMMENTS**

Director Pramuk announced that the results from the recent Sudden Oak Death Blitz will be announced shortly.

## **3. EDUCATIONAL PRESENTATION**

Frances Knapczyk, District Stewardship Facilitator, gave a presentation on the Vintage High School Rain Garden as well as an update on the Napa Give Guide for this upcoming holiday season.

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

Leigh reported on the following:

- The Napa Valley Can Do Spirit Award will be given to District employees, Eric McKee, this year.
- Wildlake Road improvement work began in August and included culvert replacements, armored fill crossing and road shapings. Land Trust is happy with the results wants to do more work with the RCD.
- The District is working with the Flood Control District as they update their stream maintenance manual.
- Huichica Creek Vineyard was harvested last week (first week of September).
- Wild Napa presentation recently included beavers, and the next presentation will be on mountain lions.
- We have Facebook and currently are 25 “likes” away from 500.
- An amendment was made to Charles Pillon’s auditing and assistance agreement.

Rita reported on the following:

- This is the end of the NRCS fiscal year, so they are wrapping up all financial obligations and projects.
- 2015 was designated as the International Year of Soils and included many soils activities throughout the year.
- Rita will be the Chair of the State Civil Rights committee for the coming year.

- NRCS is starting a creek and a range project.
- EQIP funds for the San Francisco Bay Delta will include cropland, rangeland, forestry, pastureland, tribal and organic programs.
- An emphasis on soil quality practices will be emphasized for the 2016 EQIP process.

Kathleen announced that she will be retiring on December 31<sup>st</sup>, 2015.

## **5. CONSENT CALENDAR**

Approve items on the Consent Calendar.

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

**A. RCD Activity Report for August.**

**B. NRCS Activity Report for August.**

**C. Authorization for President to sign Contract with Sonoma RCD for professional services to implement LandSmart Conservation Planning for Vineyards in Sonoma.**

**D. Authorization for President to sign Agreement with Friends of the Napa River to jointly develop and carry out Napa Youth Stewardship Council.**

## **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 reports. The cash available chart appears low due to the outstanding invoices from MMWD and CEMAR as well and the \$85K advance CALPERS unfunded liability payment.

**B. Adoption of a resolution designating authorization to execute Grant Agreement No. 15-021 (Agreement) to implement 5,000 Oaks Initiative to the President of the Board and designating authorization to negotiate the Agreement and amendments thereto to the Executive Director.**



Motion for this item included with item 8.C.

**C. Authorization for President to sign agreement with State Coastal Conservancy for implementation of 5,000 Oaks Initiative.**

Motion to adopt the resolution designating authorization to execute Grant Agreement No. 15-021 (agenda item 8.B.) as well as authorization for President to sign agreement with State coastal Conservancy.

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

**D. Discussion and Possible Adoption of the Following Policies: Health and Safety Policy and associated Illness and Injury Prevention Program, Procurement of Construction Services.**

Motion to adopt the Health and Safety, and Procurement of Construction Services polices.

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

**E. Discussion and possible adoption of revised salary schedule to add positions and associated salary ranges.**

Consistent with the 2015/16 Annual Plan, the positions of Conservation Program Manager I and Conservation Program Assistant have been developed by staff. The salary schedules for these positions need to be adopted prior to announcing and filling the positions. Following is the proposed hourly salary schedule for each new position.

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Conservation Program Assistant (\$44,720 - \$55,993.60)	21.50	22.58	23.70	24.89	25.88	26.92
Conservation Program Manager I (\$77,750.40 - \$94,598.40)	37.38	38.88	40.43	42.05	43.73	45.48

Note: Proposed compensation ranges where based upon information from the salary schedule and the existing ranges for Napa County RCD positions.

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

**F. Authorize Executive Director to transfer Frances Knapczyk, currently in the position of Stewardship Facilitator, to the position of Conservation Program Manager I (Step 1) and to fill the new position of Conservation Program Assistant.**

Staff anticipates the transfer of Frances Knapczyk to the position of Conservation Program Manager to occur on September 26 and the position of Conservation Program Assistant to

be circulated immediately and filled in late October or early November. It is anticipated that the adopted budget is sufficient to allow for these actions.

Motion to authorize Executive Director to transfer Frances Knapczyk to the position of Conservation Program Coordinator, effective September 26, 2015, at the pay rate of \$37.38 per hour.

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

**G. Discussion and possible action to authorize President or Executive Director to sign Contribution Agreement with Natural Resources Conservation Service (NRCS) for a project entitled, “Demonstration of drought resilient and carbon sequestration farming practices at Huichica Creek Vineyard, Napa Valley.**

Motion to authorize President or Executive Director to sign Contribution Agreement with Natural Resources Conservation Service, with the assumption that NRCS and RCD will contribute equal amounts to the contract.

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

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

1. Coastal Clean-Up Day: September 19, 9 - 12
2. Grey Water to Green Landscape: September 20, 10 – 4
3. Build Your Own Rainbarrel: October 4, American Canyon and Calistoga
4. Monthly Wildlife Speaker Series: Mountain Lion, October 14 at Napa Bookmine
5. California Special District Association (CSDA) Legislative Tour to Huichica Creek Sustainable Demonstration Vineyard: October 19, 2015 afternoon
6. CARCD Annual Conference: November 18 – 21 Tenaya Lodge at Yosemite
7. Napa Valley Grapegrowers Rootstock: November 12, Napa Valley Exposition Fairgrounds, 8:00 – 3:30
8. Napa Valley Give Guide Community Night: November 4, 2015
9. Napa RCD to sponsor Napa Green Drinks on February 2, 2016! We’re looking for a house to host so that we can have wine.

**I. Correspondence**

- SDRMA President’s Special Acknowledgement Award – Workers Compensation
- SDRMA President’s Special Acknowledgement Award – Property/Liability Program

- CARCD Conference Highlights
- CSDA Publication September – October 2015

## **9. ADJOURNMENT**

Motion to end the meeting at 9:10 a.m.

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

Respectfully submitted,

Kathleen Edson, District Secretary  
(Recording #42)