



REGULAR MEETING AGENDA

NAPA COUNTY RESOURCE CONSERVATION DISTRICT

1303 Jefferson Street, Suite 500B, Napa, CA 94559

Phone: 707-252-4189, Website: <http://naparcd.org/>

Thursday, December 13, 2018 at 8:00 A.M.

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

Executive Director: Lucas Patzek **District Secretary:** Anna Mattinson **District Counsel:** Shana Bagley

GENERAL INFORMATION

The Napa County Resource Conservation District (RCD or District) will hold a regular Meeting on Thursday, December 13, 2018 at 8:00 A.M. The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the Secretary of the Board. Requests for disability related modifications or accommodations, aids or services must be made to the District office no less than 72 hours prior to the meeting date by contacting 707-252-4189, ext. 3110. Time for public commentary will be provided prior to Consent Calendar. Time limitations for individual speakers may be set at the discretion of the Chair. All materials relating to the agenda are available for public inspection at the District office Monday through Friday, between the hours of 8:00 A.M. and 4:00 P.M., except for District Holidays.

1. WELCOME, CALL TO ORDER, ROLL CALL

The meeting is to be called to order and roll call taken at 8:00 A.M.

A. Roll Call

The District Secretary will take attendance.

B. Approval of the Agenda

The Board will consider approval of the agenda for this meeting.

C. Approval of Meeting Minutes

The Board will consider approval of minutes from the November 8, 2018 regular meeting.

D. Ratification of District Bills

The Board will review and ratify bills approved by the Executive Director.

E. Approval of District Bills

The Board will review and consider approval of the District bills for November 2018.

2. PUBLIC COMMENTS

In this time-period, anyone may comment to the Board regarding any subject over which the District has jurisdiction. No comments will be allowed involving any subject matter scheduled for hearing, action, or discussion as part of the current agenda other than to request discussion on a specific consent item. Individuals are requested to limit their comment to three minutes. No action will be taken by the Board as a result of any item presented at this time.

3. EDUCATIONAL PRESENTATION

A presentation by Humberto Izquierdo, Napa County's new Agricultural Commissioner. He will introduce himself and his office, and provide an overview of the Local Food Advisory Council.

4. CONSENT CALENDAR

All items on the consent calendar are considered ministerial or non-substantive and subject to a single motion approval. With the concurrence of the Chair, a Board member may request discussion of an item on the consent calendar.

A. RCD Activity Report for November.

B. Ratify Agreement with 1700 Film.

RCD approved an agreement with 1700 Film for \$5,675.00 to develop a film that will highlight Acorns to Oaks as a metaphor for the mission of the RCD. This expense will be covered by the RCD's Capacity Building grant from the California Department of Conservation. The agreement was approved ahead of this year's acorn collection and planting period so that the unique footage could be captured for the film.

C. Authorize President to Sign the Agreement with the Sonoma Resource Conservation District (SRCD) for the Re-Oak North Bay Project.

RCD seeks to enter into a contract with SRCD for \$15,000 in order to obtain the following services from SRCD to support the completion of the Re-Oak North Bay Project: developing the Re-Oak North Bay Strategy 1.0 and implementing oak plantings in North Bay watersheds in Sonoma County. These SRCD services are included in the scope of work of a grant awarded to the RCD by the North Bay Watershed Association (NBWA), and this agreement with SRCD would constitute a subcontract under the MOU with NBWA.

5. SET ITEMS OR PUBLIC HEARINGS

There are no set items.

6. UNFINISHED BUSINESS

A. Discussion Related to the Program Director and Sustainable Program Manager Positions *Lucas Patzek*

At its November 8th meeting the Board authorized the reclassification of Francis Knapczyk's position to the proposed position and adjust her salary accordingly to align with the proposed salary step levels. Lucas Patzek will provide an update on the reclassification process. Lucas will also provide an update on the hiring process for the Sustainable Agriculture Program Manager position.

7. NEW BUSINESS

A. Review and Discuss District Financial Reports *Anna Mattinson*

Accounts Receivable and Cash Flow Reports were presented.

B. Discuss Upcoming Events and Possible Director Participation. *Lucas Patzek*

- a. 39th Annual EcoFarm Conference, Jan. 23-26, 2019 in Pacific Grove, CA.
- b. Community Wildfire Resiliency Gathering, Feb. 8-10, 2019 in Sea Ranch, CA.
- c. California Small Farm Conference, Feb. 22-23, 2019 in Davis, CA.
- d. 37th Annual Salmonid Restoration Conference, Apr. 23-26, 2019 in Santa Rosa, CA.
- e. Napa County Watershed Symposium, May 16, 2019 in Napa, CA.

C. Identify possible agenda/discussion items for future meeting(s). *Lucas Patzek*

There was interest in scheduling the following three public presentations in the near future:

- a. Re-oaking Initiative – Robin Grossinger

These are other potential agenda/discussion items for future meetings:

- a. Napa Valley Community Foundation activities
- b. Sustainable Groundwater Management Act (Early 2018)
- c. How SGMA accounts for property's potential for groundwater recharge
- d. Climate Action Plan
- e. Waste Discharge Requirements for Vineyards (Periodic updates on program)
- f. Sonoma RCD Partnership and Programs
- g. Forest Management – cost of tree removal – Possible NRCS Assistance

- h. Backyard Pet Waste Composting – Eric McKee
- i. Land Trust of Napa County – Stewardship Program – Mike Palladini

D. Correspondence.

- a. None

8. REPORT FROM EXECUTIVE DIRECTOR AND DISTRICT CONSERVATIONIST, AND DIRECTORS' COMMENTS

Lucas Patzek and Wendy Rash will give an update on current projects and activities. Board Directors comments and updates may also be given.

9. ADJOURNMENT

UPCOMING DATES AND EVENTS:

- January 3 – Board Meeting, 8 AM
- February 14 – Board Meeting, 8 AM



REGULAR MEETING MINUTES

NAPA COUNTY RESOURCE CONSERVATION DISTRICT

1303 Jefferson Street, Suite 500B, Napa, CA 94559

Phone: 707-252-4189, Website: <http://naparcd.org/>

Thursday, November 8, 2018 at 8:00 A.M.

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

Executive Director: Lucas Patzek **District Secretary:** Anna Mattinson **District Counsel:** Shana Bagley

1. WELCOME, CALL TO ORDER, ROLL CALL

A regular meeting of the Napa County Resource Conservation District was called to order at 8:03 A.M. on Thursday, October 11, 2018, by Board President Gretchen Stranzl McCann.

A. Roll Call

Directors present included Gretchen Stranzl McCann, Jim Lincoln, Ashley Anderson Bennett, Rainer Hoenicke, Jon Kanagy, Beth Painter, and Bill Pramuk. Associate Director Margaret Woodbury were present. RCD staff present included Lucas Patzek, Anna Mattinson, Jonathan Koehler, Frances Knapczyk, and Anna Yip. NRCS staff present included Wendy Rash and Kelly Gin.

B. Approval of the Agenda

Approved November 8, 2018 regular meeting agenda with the addition of an additional emergency consent item to approve the resolution from the Napa County Board of Supervisors appointing Gretchen Stranzl McCann, Jim Lincoln, and Beth Painter to the RCD Board of Directors in lieu of holding an election, with the terms of office to commence on November 30, 2018 and expiring at noon on Friday, November 25, 2022.

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

C. Approval of Meeting Minutes

Approved October 11, 2018 regular meeting minutes.

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

D. Ratification of District Bills

There were no bills to ratify.

E. Approval of District Bills

Approved bills in the amount of \$29,810.43 (\$21,164.97 regular batch, \$4,465.48 Kaiser, \$63.06 employee reimbursement, and \$4,179.98 journals).

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

2. PUBLIC COMMENTS

Bernhard Krevet, President of the Board of Directors of the Friends of the Napa River (FONR), provided a comment concerning the letter that his organization submitted to the Board of Supervisors on Oct. 10th relating to Napa County woodlands and watersheds. FONR wished to express that there isn't enough room for science in the simplified opinions shared in the Strategic Planning listening sessions, and that more data is needed to drive environmental sustainability related decision-making. He shared the letter with the RCD Board of Directors.

Jim Wilson of Napa Climate NOW!, a local citizens' organization advocating for smart climate solutions based on the latest climate science, notified the Board of Directors that one of its first annual Napa Climate Champion Awards was awarded to the RCD to recognize the RCD for leadership in soil conservation, reforestation, and carbon sequestration.

3. EDUCATIONAL PRESENTATION

An educational presentation was made by Anne Steinhauer and Lydia Abernethy of the Napa Valley Cannabis Association (NVCA) and Steep Hill Labs about the emerging cannabis industry in Napa County.

4. CONSENT CALENDAR

Approved consent calendar.

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

A. RCD Activity Report for October.

B. NRCS Activity Report for October.

C. Authorize President to Sign the Memorandum of Understanding with the North Bay Watershed Association (NBWA).

D. Authorize President to Sign the Napa County Board of Supervisors' Resolution Appointing Gretchen Stranzl McCann, Jim Lincoln, and Beth Painter to the RCD Board of Directors in lieu of holding an election.

5. SET ITEMS OR PUBLIC HEARINGS

There are no set items.

6. UNFINISHED BUSINESS

A. Update on RCD Providing Input During the County's Strategic Planning Process

Lucas Patzek provided an update on how the RCD has been participating in the County's Strategic Planning process.

B. Creating "Volunteer & Outreach Coordinator I" Classification and Updating Salary and Step Schedule.

The RCD hired Anna Yip as a "Volunteer & Outreach Coordinator I," and her employment began on October 22, 2018. Anna was introduced to the Board of Directors.

Amend the approved FY 2018-19 Level and Step Schedule such that the position "Volunteer & Outreach Coordinator I" is created and its salary step levels mirror that of the "Education Program Coordinator I" position.

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

C. Discussion and Possible Action Related to the Proposed Program Director Position.

Lucas Patzek summarized the discussions that have occurred to date concerning the proposed Program Director position. The position will focus on fund development in the near-term to help bring in new and diversified funding to the organization, and it will continue to have a strong program management role.

Reclassify Francis Knapczyk's position to the proposed position and adjust her salary accordingly to align with the proposed salary step levels.

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

7. NEW BUSINESS

A. Review and Discuss District Financial Reports

Anna Mattinson presented Accounts Receivable and Cash Flow Reports.

B. Update from the Finance Committee.

Anna Mattinson and Jim Lincoln summarized the outcomes from the October 30, 2018 meeting of the Finance Committee, focusing on the first quarter financial report for the 2018 fiscal year.

C. Discuss Upcoming Events and Possible Director Participation.

- a. ROOTSTOCK, Napa Valley Grapegrowers, Nov. 8 in Napa, CA.
- b. CARCD Conference, Nov. 14-17 in San Diego, CA.
- c. EcoFarm Conference, Jan. 23-26 in Pacific Grove, CA.
- d. California Small Farm Conference, Feb. 22-23 in Davis, CA.

D. Identify possible agenda/discussion items for future meeting(s).

There was interest in scheduling the following three public presentations in the near future:

- a. Re-oaking Initiative – Robin Grossinger
- b. Additional learning with the Napa Valley Cannabis Association. The RCD should help organize a workshop with NVCA to dive deeper into these issues than a brief presentation to the RCD Board allows.
- c. Additional learning about forest management, particularly tree removal associated with PG&E power lines.

These are other potential agenda/discussion items for future meetings:

- a. Napa Valley Community Foundation activities
- b. Sustainable Groundwater Management Act (Early 2018)
- c. How SGMA accounts for property's potential for groundwater recharge
- d. Climate Action Plan
- e. Waste Discharge Requirements for Vineyards (Periodic updates on program)
- f. Sonoma RCD Partnership and Programs
- g. Forest Management – cost of tree removal – Possible NRCS Assistance
- h. Backyard Pet Waste Composting – Eric McKee
- i. Land Trust of Napa County – Stewardship Program – Mike Palladini

E. Correspondence.

- a. American Forests, 2018 Year in Review pamphlet.
- b. American Vineyard, Vol. 27, No. 8, Aug. 2018.
- c. California Rangeland Trust News, Fall 2018.

8. REPORT FROM EXECUTIVE DIRECTOR AND DISTRICT CONSERVATIONIST, AND DIRECTORS' COMMENTS

Lucas Patzek presented on the following:

- Update on the hiring process for the Sustainable Agriculture Program Manager:
 - Video interviews have been completed and are being reviewed by a committee of staff and Directors. Top ranked candidates will be invited to an in-person interview in late Nov / early Dec.
- Update on HCV activities:
 - Lucas is helping to coordinate the sheep grazing study on the HCV with UC Davis researchers and the grazing outfit Kaos Grazing.
 - Lucas intends to design and deliver a workshop on sheep integrated vineyards for this winter in collaboration with UCCE, NRCS, and the UC Davis research team.
 - Fall-winter management tasks continue with Jim Lincoln's support.
- Watershed projects:
 - Lots of activity right now internally and coordinating with external partners, including Napa County IRWMP group and the North Bay Watershed Association, around prioritizing watershed protection and restoration projects and forming partnerships to go after grant funding.
 - This is because Bay Area IRWMP is requesting project concepts from the region. Also, a number of other major funding sources have a call for proposals:

319h through Water Board, CDFW Prop 1 and Prop 68 implementation grants, Measure AA, etc.

- Doing internal project discussions, and exploring some ideas:
 - LandSmart erosion control implementation cost-share for WDR compliance
 - Fish passage barrier removal
 - Monitoring for water projects led by other agencies.

Wendy Rash presented on the following:

- Programs for Fiscal Year 2019: A new Farm Bill has not been passed, and in the meantime we are able to roll out a limited amount of funding for certain EQIP initiatives. There is a short turnaround time on this first Batching period- applications will be ranked by December 7. In Napa County we have a few projects that will be ready for ranking by December.
- We are continuing to implement existing projects, working to complete them before adverse weather shuts us down! Some projects that are ongoing are forest road improvements to combat erosion, and livestock watering systems to improve grazing management.
- The District Conservationist position for Napa is expected to be advertised in January 2019. Realistically I expect that I will be serving as your Acting DC through March, at the least.
- Upcoming events:
 - Women for the Land Learning Circle, target audience is women landowners and farm owner/operators. Thursday December 6, 9 am to 3:30 pm in Fairfield CA. Hosted by American Farmland Trust, Whole Farm Conservation Planning is the topic.
 - California Climate and Agriculture Summit, hosted by CalCAN. March 4-5, 2019, in Davis.

9. ADJOURNMENT

Motion to reschedule the January Board Meeting to January 3, 2019 and to end this meeting at 9:33 A.M.

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

Respectfully submitted,

Anna Mattinson, District Secretary

(Recording #88)



Napa County Resource Conservation District
1303 Jefferson St., Ste. 500B
Napa, California 94559
(707) 252-4189
NapaRCD.org

RCD Activity Report for November 2018

This report summarizes the monthly activities of the Resource Conservation District staff: Bill Birmingham, Paul Blank, Guadalupe Garcia, Frances Knapczyk, Jonathan Koehler, Anna Mattinson, Eric McKee, Lucas Patzek, and Anna Yip.

Bale Slough/Bear Creek Habitat Enhancement Plan (funded by EPA):

- Jonathan continued coordinating meetings with key landowners to discuss the 30% restoration designs. A meeting with the final landowner, Alpha Omega, was arranged for early December

Carneros/Huichica Streamgaging:

- Paul monitored stage and flow data for both stations for the onset of 2018-19 streamflow and verified accuracy.

City of Napa Water Conservation Education:

- No work this month

Conservation Innovation Grant North Coast Soil Health Hub:

- Lucas coordinated a meeting with the project partners to discuss grant administration, project deliverables and timeline, staff roles, and to develop an early workplan.
- Lucas has begun preparing subcontract materials for the CIG project, as the project will require subcontracting with three other RCDs and Oregon State University.

Napa County PBES Conservation Regulations/ECPA Support:

- Bill continued winterization inspections of open ECPs in the non-municipal watersheds. County PBES would like to wait until Dec/Jan. to do 5% spot check inspections so that cover crops have had a chance to germinate and we can get a better idea of % cover values.
- Lucas is developing the process for a community needs assessment on wildfire recovery and preparedness.

Napa Countywide Stormwater Pollution Prevention Program - FCD (LSK Clean Water Youth Education, Community Clean-ups, Tabling, and Public Involvement Participation):

- Anna Yip worked on reorganizing Waterway Keepers to engage local companies and organizations in monthly cleanups for 2019
- Anna Yip met with Jim Thomlinson of CVNL to discuss strategies for monthly volunteer cleanups
- Anna Yip conducted outreach to companies and orgs to secure clean ups, and secured the first (January) with a group of local Girl Scout troops
- Eric scheduled a series of classroom presentations for the entire 7th grade of Redwood Middle School; updated presentation slides.

DOC Capacity Building (funded by Dept. of Conservation and RCD):

- Anna Yip pulled together the November newsletter
- Anna Yip did some work on improving and updating the RCD website. The biggest change was adding an RCD event calendar.
- Anna Yip conducted general outreach for the RCD through Facebook and Constant Contact
- Frances continued working with Solid Ground Consulting to develop storytelling workshop, which will take place Tues, Jan 29. Frances began advertising workshop to RCDS throughout state.
- Lucas participated in meetings concerning the North Coast Durable Collaboration on 11/14 and 11/21, and is coordinating the final phase of developing an MOU between the region's RCDs.

Storm Drain Outfall Monitoring (funded by FCD Storm Water Program):

- Paul and Jonathan visited and assessed two newly-discovered storm drain outfalls in the City of Napa stormwater jurisdiction.
- Paul updated the report to include the new outfalls and address NCSPPP comments.
- Paul finalized and submitted the outfall structural and maintenance assessment data to the individual stormwater jurisdictions.

Flood Control ALERT System Support and Streamflow Monitoring (funded by Flood Control District):

- In the process of troubleshooting why newly-upgraded stations 40102 (Redwood Creek at Mt Veeder Rd) and 40108 (Dry Creek Fire Station) were not successfully transmitting to the base station, Paul discovered that the ALERT2 upgrade at Sugarloaf Peak either was not completed or was not operational. Paul converted both transmitters back to legacy ALERT and returned them to service.
- Paul monitored and calibrated sensors at several stations.
- Paul processed historical stage and flow data for several stations.

Flood Control Stream Maintenance Program (funded by Flood Control District):

- At the request of the Flood District, Paul began limited analysis of Sulphur Creek channel surveying data collected in June 2018, including capacity analysis of the Valley View St culvert and channel cross section analysis.

Huichica Creek Vineyard Operations:

- Lucas and Jim Lincoln have been coordinating fall/winter vineyard tasks with Oak Knoll Farming, including cover crop seeding and winterization of the irrigation system.
- Lucas continues to coordinate the integrated sheep-vineyard study with UC Davis. He is working with UCCE and NRCS specialists to coordinate a workshop on sheep-vineyard integration to occur in late winter – early spring.
- Lucas was notified that the RCD was not awarded a grant this year by the Gaia Fund to support a community visioning process for HCV.

LandSmart Conservation Planning (funded by NRCS Contribution Agreement, SWRCB/EPA, and a private foundation):

- Frances and Lucas met with Napa Green stakeholder committee to provide and hear updates related to the program.
- Frances, Lucas, and Bill met with Laurel Marcus to align FFF standards to LandSmart/Napa Green Land standards.
- Frances and Lucas hosted a regional meeting of LandSmart program managers from the four participating RCDs: Napa, Sonoma, Gold Ridge, and Mendocino.

- Lucas presented to the Napa Valley Vintners Community and Industry Issues Committee meeting on 11/1.
- Lucas received a tour of innovative vineyard practices in Mendocino County of UCCE vineyard specialist Glenn McGourty.

LandSmart for Kids: Youth Stewards High School Program and Napa Youth Stewardship Council (WICC, Wildlife Conservation Commission):

- Lupe and Eric coordinated the second meeting of the Napa Youth Stewardship Council, which had to be rescheduled to December due to smoke from the Camp Fire. Students will meet at Linda Falls Preserve in December.

LandSmart for Kids: Acorns to Oaks (Funded by PGE, California Wildlife Foundation, California ReLeaf, North Napa Rotary Club, County of Napa):

- Anna Yip and Eric did some last-minute planning and organizing for the November 3rd Community Oak Planting Day.
- Anna and Eric oversaw the planting day, which had over 100 volunteers and resulted in 195 trees being planted.
- Anna and Eric reflected on the community day and discussed what went well and what could have been improved, and Anna pulled together statistics for a 'Thank You' email for the volunteers.
- Anna coordinated with the North Napa Rotary club on details and specifics for their Dec. 1st planting day.
- Anna and Eric met with Tom Bunter (Skyline Park) to evaluate the sites and go over specifics for the day. Anna and Tom staged the tools for the event the day prior.
- Anna coordinated with members of the community who were requesting acorns from the RCD for private plantings.
- Anna and Eric met with Dave Perrazzo of City of Napa to discuss possible future planting sites in two city parks.
- Anna onboarded a new intern (Jenna Jordan) from Justin Siena and introduced her to the Acorns to Oaks program.
- Anna, Eric, and Jonathan met to discuss the oak monitoring program. Anna worked with Daisy (New Tech intern) on updating GIS oak monitoring map.
- Eric, Anna, and Frances met to discuss a volunteer maintenance plan for all oak plantings across the County. Set up an oak maintenance tracking sheet.
- Eric presented to students in a New Tech HS environmental studies class, because their field trip was postponed due to rain.
- Eric procured and borrowed tools needed for the Community Oak Planting Day; coordinated volunteer help from the CCC, and coordinated Site Planting Captains to help with planting instruction and supervision.
- Eric ordered additional gopher baskets and planting stakes for acorn plantings and landowner distribution.
- Eric worked with students from Vintage HS AP Environmental Science on weeding and mulching their Rain Garden and monitoring and protecting oaks along Salvador Creek.
- Eric presented to students from Valley Oak HS in advance of oak planting field activities.

Land Trust of Napa County: Technical Assistance for Road Improvements:

- Bill continues to work with NRCS and Land Trust staff to scope roads storm-proofing work Sutro Preserve.

LandSmart Roads (SWRCB/EPA):

- Bill is continuing to work with City of American Canyon on permits and CEQA.
- Heavy equipment has moved into to do roads shaping work on a Constellation property. Work will be implemented as dry weather permits.
- Out of the 26 miles that need to be storm-proofed for this grant project, 11.5miles have been implemented.

Mendocino RCD Soil Health Hub & Field Trials (funded by California Department of Food and Agriculture):

- Lucas and Frances participated in a meeting of project managers to discuss closing out the CDFA Specialty Crop Block grant phase of the project and beginning the Conservation Innovation Grant phase of the project.

Mobile Irrigation Lab and Water Use Efficiency (funded by Department of Water Resources):

- No activity this month.

Napa River Rutherford Reach Restoration Project Monitoring (funded by Flood Control District):

- No activity this month.

Oakville to Oak Knoll Project Support & Monitoring (funded by Flood Control District):

- No activity this month

Pope Creek Weed Management Plan (funded by Napa County Measure A):

- Frances met with one project reach landowner to discuss project at the landowner's property.

Salmon and Steelhead Monitoring (funded by State Coastal Conservancy, Napa Valley Vintners, Wildlife Conservation Commission, Gasser Foundation):

- Jonathan and Paul completed the annual monitoring report and distributed it via the RCD and WICC websites.
- Jonathan conducted a reconnaissance survey of likely salmon spawning locations throughout the Napa River watershed following the late November storms. A small group (approximately 20) of Chinook salmon were observed spawning in Salvador Creek; no other fish were observed elsewhere.

Sonoma Resource Conservation District LandSmart Assistance:

- No work during this month.

Sonoma Resource Conservation District Wildcat Roads Improvement Project

- Bill reviewed the road storm-proofing work implemented on the Wildcat property, with Sonoma RCD staff, for quality assurance.

Sulphur Creek Fish Passage Barrier Removal Planning:

- Jonathan coordinated a field meeting with CDFW, the design consultants (ESA), and the local stakeholders to be held in early December.

TMDL Scour and Permeability Monitoring (funded by NCSPPP):

- Jonathan and Paul continued to conduct bulk sediment sampling in the Napa River. A total of 12 mainstem sites and 3 tributary sites were completed this year.
- Jonathan and Paul installed scour chains at existing monitoring sites in the Napa River.

Tuleyome Oat Hill Roads Assessment (funded by Measure A):

- Bill has been putting together equipment hours assumptions and an Engineers estimates of costs to implement road storm-proofing treatments.

WICC Watershed Education:

- Anna conducted outreach for the Nov. 14th Wild Napa, and then emceed the event.
- Anna created a Wild Lecture Series landing page on the RCD website (on the drop-down menu under 'Education'), as well as Wild topic suggestion forms for people to request certain topics (available online and at any of the three venues).
- Anna reached out to organizations in search of a new Wild sponsor.
- Anna began conducting outreach for December's lecture and secured Jonathan for January's talk on native fish and fish monitoring.
- Eric received the calendars from Frye's printing and began coordinating distribution among staff, volunteers, and sites across the County.
- Frances assisted County with refining search tool on WICC website and attended one planning meeting for 2019 Watershed Symposium.

WICC Groundwater Assistance

- No activity this month.

York Creek Dam Removal

- Jonathan and Paul continued to work on a draft monitoring plan for this project, due by December 31st.

Other

- Lupe and Anna Yip met to discuss past cleanups
- Anna Yip attended a webinar through the CARCD about RCD fundraising
- Anna Yip has been pushing the NVGive!Guide campaign through all outlets of outreach. Anna and Frances worked to secure four different prizes to raffle off to donors who donate on any of the remaining Tuesdays in the campaign (in honor of Giving Tuesday).
- Eric continued to coordinate the Environmental Education Coalition of Napa County (EECNC) for an Environmental Education Open House and Earth Day in 2019.
- Anna & Eric attended the NV Give!Guide opening on behalf of the RCD.
- Eric presented to a Healthy Bodies Initiative working group to demonstrate the value of youth outdoor education and prescribed nature.
- Frances and Lucas attended CARCD Annual Meeting in San Diego. Frances gave presentation, along with other LandSmart RCD staff, related to post-fire recovery efforts of LandSmart RCDs.
- Frances worked with Sonoma RCD to submit project scope to Bay Area IRWMP coordinating committee related to implementing action items resulting from LandSmart Vineyard Plans.
- Frances is working with Sonoma RCD to develop a proposal to EPA 319h RFP to assist landowners with implementing sediment reduction productions, primarily roads, in the Napa River and Sonoma Creek watersheds.
- Lucas is working with the City of Napa and City of Calistoga to develop a proposal to the Bay Area IRWMP Implementation grant program which combines a Napa River Calistoga Fish Passage Improvement project with a Milliken Creek Flow Control Improvement project.
- Lucas, Frances, and Bill worked with several Directors to review and rank candidates for the Sustainable Agriculture Program Manager position.



From:
Heather + Caleb Sutter
 1700 Film
 Videography
 707.260.4444
 1700film@gmail.com

Bill To:	RCD, Frances Knapczyk
	frances@naparcd.org
Project:	RCD, Acorns to Oaks
Type	Corporate
Date	TBD
Time	TBD
Location	1303 Jefferson Street, Suite 500B Napa, CA 94559

RCD, FRANCES KNAPCZYK'S PROJECT PROPOSAL

Version 1

PROPOSAL

QTY UNIT PRICE TAX TOTAL

We are a husband + wife, film making duo, located in the Napa Valley who believe a well told story is the most powerful way to connect people. Stories move us. They engage us and shape us. Stories connect us and spur us to action.

Since they were babies our children have been stomping in puddles at Alston Park after a rainy day. They saw their first bobcat while hiking at Skyline Park! Unknown to our family, RCD has been playing a key role in making these places magical spaces for us to enjoy. More people should know what RCD does for everyone who lives in and visits the Napa Valley.

Our vision for the film is to tell an engaging story that shares the heart and mission of RCD by focusing on the re-oaking of Napa Valley. We will highlight the involvement of multigenerational volunteers, protection and restoration of indigenous plant life, your work in conservation, and how this labor of love is for locals and visitors alike. We will utilize and built on your existing work, for example the keywords used in your Goals (Inspire, Investigate, Act, Manage responsibility) as our starting point to discover and develop the story.

We intend to craft a film that will highlight Acorns to Oaks as a metaphor for the mission of RCD.

Story Project				\$0
We believe that a well told story will connect people with you or your brand. They will invest themselves emotionally and become supporters and fans.				
♣ Phase 1: Pre-production			\$1,500.00	\$1,500.00

QTY	UNIT	PRICE	TAX	TOTAL
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We research, conduct pre-interviews, and explore your world to discover your stories. By the end of this process we'll have a set of keywords, character briefs, and storyboards. The goal of pre-production is to uncover your story and establish a plan for the upcoming production and post-production phases.

✿ Phase 2: Production		\$2,300.00		\$2,300.00
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Lights, camera, action! Our crew will be following the pre-production plan to capture the story we've discovered. This fee includes any associated equipment rental costs.

✿ Phase 3: Post-production		\$1,875.00		\$1,875.00
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We pull together all of the of pre-production and production elements. During this process we check in at three key draft points to review progress. At the end of post-production we will have a completed, compelling story for you to share.

Subtotal:				\$5,675.00
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Total Amount:				\$5,675.00
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PAYMENT PLAN

1. \$2,837.50	Oct 29, 2018	#43426-000043	UNPAID
2. \$2,837.50	Dec 31, 2018	#43426-000042	UNPAID

Total Amount: **\$5,675.00**

SERVICE CONTRACT

Client Service Agreement

Entered into on Oct 12, 2018.

Event is on Oct 29, 2018 at locations TBD.

Parties:

Known as "Vendor"

1700 Film

1700film@gmail.com

3663 Solano Ave Apt 46 Napa CA 94558

415-306-1923

and

Known as "Client"

RCD

frances@naparcd.org

1303 Jefferson Street, Suite 500B Napa, CA 94559

707-252-4189

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to hire Vendor to provide services relating to Client's Acorns to Oaks Film Project as detailed in this Agreement. Vendor has agreed to provide such services according to the terms of this Agreement.

Terms

Services

Vendor shall provide Client with the following services and/or products ("Services"):

Story Project

We

believe that a well told story will connect people with you or your brand. They will invest themselves emotionally and become supporters and fans.

- **Phase 1: Pre-production**

We

research, conduct pre-interviews, and explore your world to discover your stories. By the end of this process we'll have a set of keywords, character briefs, and storyboards. The goal of pre-production is to uncover your story and establish a plan for the upcoming production and post-production phases.

- **Phase 2: Production**

Lights, camera, action! Our crew will be following the pre-production plan to capture the story we've discovered. This fee includes any associated equipment rental costs.

- **Phase 3: Post-production**

We

pull together all of the of pre-production and production elements. During this process we check in at three key draft points to review progress. At the end of post-production we will have a completed, compelling story for you to share.

- We are a husband + wife, film making duo, located in the Napa Valley who believe a well told story is the most powerful way to connect people. Stories move us. They engage us and shape us. Stories connect us and spur us to action.

Since they were babies our children have been stomping in puddles at Alston Park after a rainy day. They saw their first bobcat while hiking at Skyline Park! Unknown to our family, RCD has been playing a key role in making these places magical spaces for us to enjoy. More people should know what RCD does for everyone who lives in and visits the Napa Valley.

Our vision for the film is to tell an engaging story that shares the heart and mission of RCD by focusing on the re-oaking of Napa Valley. We will highlight the involvement of multigenerational volunteers, protection and restoration of indigenous plant life, your work in conservation, and how this labor of love is for locals and visitors alike. We will utilize and built on your existing work, for example the keywords used in your Goals (Inspire, Investigate, Act, Manage responsibility) as our starting point to discover and develop the story.

We intend to craft a film that will highlight Acorns to Oaks as a metaphor for the mission of RCD.

Location and Delivery of Services

Location. Vendor shall deliver Services to Client at the following location(s):

1303 Jefferson Street, Suite 500B Napa, CA 94559

1303 Jefferson Street, Suite 500B Napa, CA 94559

Delivery of Services. Vendor will provide all Services by TBD unless otherwise specified in this Agreement. When the provided Services are tied to the number of guests that Client expects to attend Client's wedding or other event, Client agrees to notify Vendor with an accurate guest count.

Cost, Fees and Payment

Cost. The total cost ("Total Cost") for all Services is 5,675.00 due in full by Dec 31, 2018. Client shall pay the Total Cost to Vendor as follows:

50% of the total due on Oct 29, 2018, in the amount of \$2837.50

50% of the total due on Dec 31, 2018, in the amount of \$2837.50

The first payment is a 50% non-refundable retainer. At a minimum, Client agrees that the retainer fee fairly compensates Vendor for committing to provide the Services and turning down other potential projects/clients.

The Client agrees, to a schedule that will include appropriately timed meal times for the Vendor and the Vendors staff. The Client also agrees to provide, depending on the event, a meal.

Exclusivity

Exclusivity. Client understands and agrees that he or she has hired Vendor exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Vendor hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

Intellectual Property

Copyrights. Once the full fee has been paid, Client will have copyright ownership of the completed Video. Studio may use any parts of it for valid business promotion (e.g. demo tape, demo video for Studio website, captured stills for web or additional marketing, etc). Full rights to the raw footage may be purchased for an additional fee of \$500 or 5% of the total fee (whichever is greater).

Artistic Release

Style. Client has spent a satisfactory amount of time reviewing Vendor's work and has a reasonable expectation that Vendor will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency. Vendor will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Vendor's current portfolio and Vendor will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

- i. Every client and event is unique, with unique tastes, budgets, and needs;
- ii. Our film and media services are often a subjective art and Vendor has a unique vision, with an ever-evolving style and technique;
- iii. Vendor will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;

- iv. Although Vendor will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Vendor shall have final say regarding the aesthetic judgment and artistic quality of the Services;
- v. Dissatisfaction with Vendor's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Vendor.

Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Vendor shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

Indemnification. Client agrees to indemnify, defend and hold harmless Vendor and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Vendor provides to Client.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Vendor to render Services due to the fault of the Client or parties related to Client, such as failure of one or more essential interview parties to the to show up in a timely manner, Client shall provide notice to Vendor as soon as possible via the Notice provisions detailed in this Agreement. Vendor has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Vendor to provide the Services due to the fault of Client (or parties related to Client), and Vendor will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of the initial 50% upfront payment obligation for cancelled Services, rescheduled Services, failing to show up for the film/production day(s), or should it become impossible for Vendor to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing. For instance, if Vendor is able to secure another, unrelated client for TBD, then Vendor may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost. Unless otherwise agreed up and stated, the Client is still on the hook for the agreed 50% upfront payment.

Impossibility

Force Majeure. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services. In the event Vendor cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.

Appropriate Conduct/ Safe Working Environment:

Event:

The Client(s) expressly agree(s) to take best efforts to provide [Vendor] and Vendor's staff with safe and appropriate working conditions. In the event of circumstances deemed by either [Vendor] or a bystander to present a threat or implied threat of injury or harm to [Vendor] staff or equipment, the [Vendor] reserves the right to cancel all services remaining under this Agreement and leave the event. At the [Vendor]'s discretion, the [Vendor] may enact a three-strike policy. After the first offense, the [Vendor] will make reasonable efforts to notify the Client(s)

or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), [Vendor] shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the [Vendor] will immediately leave the event. If the [Vendor] leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold [Vendor] harmless as a result of incomplete event coverage, or for a lapse in the quality of the [Vendor's] work, and the Client(s) shall be responsible for payment in full.

Non Event:

The Client(s) expressly agree(s) to take best efforts to provide [Vendor] and Vendor's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to [Vendor] staff, [Vendor] will make reasonable efforts to notify the Client(s). If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time, [Vendor] shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client(s) will agree to relieve and hold [Vendor] harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the [Vendor's]work. The Client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether [Vendor] resumes work detailed in this Agreement.

General Provisions

Governing Law. The laws of California govern all matters arising out of or relating to this Agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

a. Email

i. Vendor's Email: 1700film@gmail.com

ii. Client Email: frances@naparcd.org

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the Acorns to Oaks Film Project and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend this Agreement only by the parties' written consent via proper Notice.

Heather + Caleb Sutter

TBD

RCD, Frances Knapczyk

TBD

1700film@gmail.com | 1700film.com | | 3663 Solano Avenue #46, Napa, CA 94558

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT
MOU NO. 2018-14**

PROFESSIONAL SERVICES MOU

THIS MOU is made and entered into as of the thirtieth day of October 2018, by and between NAPA COUNTY RESOURCE CONSERVATION DISTRICT (“NCRCD”), a political subdivision of the State of California, and SONOMA RESOURCE CONSERVATION DISTRICT (“SRCDD”), a political subdivision of the State of California, whose mailing address is 1221 Farmers Lane, Suite F, Santa Rosa CA 95405;

RECITALS

WHEREAS, NCRCD is authorized by Public Resources Code section 9408 to enter into MOUs with federal, state, local agencies, including other resource conservation and public districts in furtherance of NCRCD purposes; and

WHEREAS, NCRCD entered into a Memorandum of Understanding (hereinafter referred to as “MOU”) attached hereto and incorporated by reference herein as Exhibit “C,” with the North Bay Watershed Association (hereinafter referred to as “NBWA”), to implement the Re-Oak North Bay project, hereinafter referred to as “Project;” and

WHEREAS, NCRCD wishes to obtain services from SRCDD, in order to assist in the Project, which includes developing Re-Oak North Bay Strategy 1.0 and implementing oak plantings in North Bay watersheds in Sonoma County; and

WHEREAS, SRCDD is willing to provide such services to NCRCD under the terms and conditions set forth herein.

TERMS

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

- 1. Term of the MOU.** This MOU is effective October 30, 2018, through September 30, 2019, 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 MOU, and the obligations of SRCDD 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.** SRCDD shall provide NCRCD those services set forth in Exhibit “A,” attached hereto, incorporated by reference herein.

3. Compensation.

- a. Rates. In consideration of SRCD's fulfillment of the promised work, NCRCD shall pay SRCD 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 MOU 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 SRCD to NCRCD of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, SRCD'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 MOU provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense and the date incurred. Except for per diem reimbursements, receipts must be attached.
- c. Invoicing. SRCD shall submit invoices not more often than monthly to the OFFICE MANAGER who, after review and approval as to form and content, shall submit the invoice to the NCRCD Executive Director for approval and to the Napa County Auditor for payment. NCRCD will provide payment to SRCD no later than 30 days after NCRCD receives payment from NBWA.

5. Independent Contractor. SRCD shall perform this MOU as an independent contractor. SRCD and the officers, agents and employees of SRCD are not, and shall not be deemed, NCRCD employees for any purpose, including workers' compensation and employee benefits. SRCD shall, at SRCD's own risk and expense, determine the method and manner by which duties imposed on SRCD by this MOU shall be performed; provided, however, that NCRCD may monitor the work performed by SRCD. NCRCD shall not deduct or withhold any amounts whatsoever from the compensation paid to SRCD, 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 MOU, SRCD shall be solely responsible for all such payments.

6. Specific Performance. It is agreed that SRCD, including the agents or employees of SRCD, shall be the sole providers of the services required by this MOU. Because the services to be performed by SRCD under the terms of this MOU 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 MOU by SRCD.

- 7. Insurance.** SRCD shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SRCD, its agents, representatives, or employees, as indicated:
- a. The Acceptability of Insurers. Insurance is to be placed with insurers admitted to do business in California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to NCRCD.
 - b. Workers' Compensation Insurance. To the extent required by law during the term of this MOU, SRCD shall provide workers' compensation insurance for the performance of any of SRCD's duties under this MOU, 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 Executive Director or Office Manager.
 - c. Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this MOU the following liability insurance coverages:
 - i. General Liability. Each party shall obtain and maintain in full force and effect during the term of this MOU commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability 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 that party under this MOU except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
 - ii. Professional Liability. Each party shall obtain and maintain in full force and effect during the term of this MOU professional liability/errors and omissions insurance coverage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence and, where provided through a policy of insurance, issued by a company admitted to do business in the State of California and having an A.M. Best Rating of A: VII or better, covering all professional acts or omissions of that party arising out of or in connection with this MOU except for those acts or omissions performed in strict compliance with express direction from the other party's governing board, officers, or

personnel unless such direction was based upon professional advice from the first party or its personnel or other agents under this MOU.

- iii. Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this MOU a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased, and non-owned vehicles used in conjunction with that party's activities under this MOU of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.
- d. Verification of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the other party's Secretary or Clerk prior to reimbursement for performance of any of the party's duties under this MOU; shall reference this MOU by its NCRCD number; 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. For the insurance coverages referenced in 7(c)(i) and (ii), SRCD 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, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of SRCD not covered by this MOU then the limits in the applicable certificate relating to the additional insured coverage of NCRCD shall pertain only to liability for activities of SRCD under this MOU, 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. Upon request by the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.
- e. Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to NCRCD's Office Manager.
- f. Inclusion in Subcontracts. SRCD agrees to require all subcontractors and any other entity or person who is involved in providing services under this MOU 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, SRCD and NCRCD shall each defend, indemnify, and hold harmless each other as well as their respective 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 out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this MOU. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this MOU. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this MOU, 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. SRCD accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of SRCD under this MOU, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law and as deemed necessary by the Executive Director of SRCD. Notwithstanding anything to the contrary in this Paragraph, SRCD 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 SRCD'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 MOU or otherwise breach this MOU 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 MOU 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 MOU on behalf of NCRCD for cause.

10. Other Termination. This MOU 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 MOU 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 MOU or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:
 - i. To the extent SRCD has provided services through Software and Applications materials licensed to NCRCD, SRCD shall promptly return the Software and Application materials to NCRCD. In addition, to the extent SRCD maintains NCRCD data on those portions of digital software hosted by SRCD and not controlled by NCRCD (“NCRCD data”), SRCD shall promptly return NCRCD data to NCRCD in a format designated by NCRCD and shall subsequently purge NCRCD data from SRCD’s systems upon confirmation from NCRCD that the copy of the data provided to NCRCD is comprehensive of the data previously hosted by SRCD.
 - ii. 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 SRCD may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this MOU. Unless otherwise expressly provided in this MOU, any copyrightable or patentable work created by SRCD under this MOU 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 MOU involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this MOU, title to, ownership of, and all applicable patents, copyrights, and trade secrets in the products developed or improved under this MOU, shall remain with SRCD 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, SRCD shall either provide a copy of the source code to NCRCD or shall place the source code in an escrow account, at SRCD’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. SRCD 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 SRCD shall not be relieved of liability to NCRCD for damages sustained by NCRCD by virtue of any breach of the MOU by SRCD whether or not the MOU expired or otherwise terminated, and NCRCD may withhold any payments not yet made to

SRCD for purpose of setoff until such time as the exact amount of damages due to NCRCD from SRCD is determined.

- 12. No Waiver.** The waiver by either party of any breach or violation of any requirement of this MOU 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 MOU.
- 13. Notices.** All notices required or authorized by this MOU shall be in writing and shall be delivered via email, 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 physical or email 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. Any notice sent by email prescribed by this paragraph shall be deemed to have been received on the date noted in the email.

NCRCD

Lucas Patzek,
Executive Director
1303 Jefferson St., Ste. 500B
Napa, CA 94559
Lucas@NapaRCD.org

SRCD

Valerie Minton Quinto
Executive Director
1221 Farmers Lane, Suite F
Santa Rosa, CA 95405
VMinton@SonomaRCD.org

- 14. Confidentiality.** Confidential information is defined as all information disclosed to SRCD which relates to NCRCD's past, present, and future activities, as well as activities under this MOU. SRCD shall hold all such information as SRCD 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 MOU, SRCD shall return to NCRCD all written and descriptive matter which contains any such confidential information, except that SRCD may retain for its files a copy of SRCD's work product if such product has been made available to the public by NCRCD.
- 15. Assignments and Subcontracts.** If SRCD changes its status during the term of this MOU 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 MOU by SRCD. Failure of SRCD to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this MOU.
- 16. Amendment/Modification.** Except as specifically provided herein, this MOU may be modified or amended only in writing and with the prior written consent of both parties. Failure of SRCD 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.

17. Interpretation; Venue.

- a. Interpretation. The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
- b. Venue. This MOU is made in Napa County, California. The venue for any legal action in state court filed by either party to this MOU for the purpose of interpreting or enforcing any provision of this MOU 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 MOU for the purpose of interpreting or enforcing any provision of this MOU 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 MOU 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 MOU.

18. Compliance with Laws. SRCD 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 MOU, SRCD 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. SRCD 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, SRCD 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 MOU subcontracts to SRCD services or works required of NCRCD by the State of California pursuant to MOU 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 MOU by reference and made a part hereof as if set forth in full, and SRCD and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other MOUs.

- b. Documentation of Right to Work. SRCD agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of SRCD performing any services under this MOU 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. SRCD 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 SRCD under this MOU are subcontracted to a third party, SRCD shall include all of the provisions of this Paragraph 18 in all such subcontracts as obligations of the subcontractor.

19. Taxes. SRCD 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 MOU 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. SRCD 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 SRCD'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, SRCD agrees to furnish NCRCD with proof of payment of taxes or withholdings on those earnings.

20. Access to Records/Retention. NCRCD, any federal or state 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 SRCD which are directly pertinent to the subject matter of this MOU for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, SRCD 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.

21. Authority to Contract. SRCD and NCRCD each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this MOU.

22. Conflict of Interest.

- a. Covenant of No Undisclosed Conflict. The parties to the MOU 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. SRCD 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 SRCD of such conflict. SRCD further warrants that it is unaware of any financial or economic interest of any public officer or employee of NCRCD relating to this MOU. SRCD agrees that if such financial interest does exist at the inception of this MOU, NCRCD may terminate this MOU immediately upon giving written notice without further obligation by NCRCD to SRCD under this MOU.

- b. Statements of Economic Interest. SRCD acknowledges and understands that NCRCD has developed and approved a Conflict of Interest Code as required by state law which requires SRCD 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 SRCD, 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 MOU, the NCRCD hereby determines in writing that SRCD has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

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

24. Attorney's Fees. In the event that either party commences legal action of any kind or character either to enforce the provisions of this MOU 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.

25. Severability. If any provision of this MOU, 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 MOU.

26. Entirety of Contract. This MOU, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire MOU between the parties relating to the subject of this MOU and supersedes all previous MOUs, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

"SRCD"	SONOMA RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California
	By: _____ Date: _____ VALERIE MINTON QUINTO, Executive Director
"NCRCD"	NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California
	By: _____ Date: _____ GRETCHEN STRANZL MCCANN, President, Board of Directors

APPROVED AS TO FORM Office of County Counsel	ATTEST: ANNA MATTINSON Secretary of the Board of Directors
By: <u>Shana A. Bagley (e-sign)</u>	By: _____
Date: <u>December 5, 2018</u>	Date: _____

EXHIBIT "A"

SCOPE OF WORK

SRCD shall provide NCRCD with the following services:

I. DESCRIPTION OF SERVICES

1. Develop Map-Based Re-Oak North Bay Strategy 1.0 SRCD will assist in data collection and work closely with San Francisco Estuary Institute, NCRCD, and other project partners to create a broad-scale regional strategy to Re-Oak the North Bay through coordinated planting across the agricultural, suburban, and urban landscapes.

2. Re-Oaking Preparation SRCD will lead acorn and seedling distribution and landowner outreach in North Bay watersheds in Sonoma County related to conducting oak plantings in Sonoma County in fall/winter 2018-2019.

3. Re-Oaking Implementation Collectively, NCRCD and SRCD will plant at least 500 oak trees and associated oak woodland plants. SRCD will be individually responsible for:

- The coordination of professional crews to implement plantings.
- Devising plans for maintenance and monitoring of plantings in the North Bay watersheds of Sonoma County.
- Protection of emerging seedlings or planting of at least 150 oak trees and associated oak woodland plants.

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

EXHIBIT "B"

COMPENSATION AND EXPENSE REIMBURSEMENT

HOURLY RATES FOR COMPENSATION

SRCD shall bill NCRCD, and NCRCD shall compensate NCRCD for the services outlined in Exhibit "A," in accordance with the following rates for the SRCD employees whose positions are noted:

<u>Position Title</u>	<u>Hourly Rate</u>
Executive Director	\$120
Engineer	\$111
Program Director	\$105
Program Development Director	\$104
Water Resources Specialist	\$103
Project Manager	\$100
Education/Communications Specialist	\$96
Program Accountant	\$94

With advance notice from SRCD, NCRCD Executive Director may approve changes in hourly rates for compensation or changes to assigned personnel. Approval must be in written form.

EXPENSES

Expenses related to fulfilling the scope of work in Exhibit "A" include but are not limited to plants, materials, copies/printing, mileage, and subcontractors. These expenses are to be reimbursed at cost.

EXHIBIT "C"

MOU BETWEEN NCRCD AND NBWA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of this 30th day of October 2018, by and between the North Bay Watershed Association (NBWA) and the Napa County Resource Conservation District (Napa RCD) whose mailing address is 1303 Jefferson Street, Suite 500B, Napa, CA 94559.

BACKGROUND

WHEREAS, The NBWA Board approved a Budget for 2018 -2019 which included funds for special projects; and

WHEREAS, the Marin Municipal Water District (MMWD) is the fiscal agent for NBWA and will disburse funds to Napa RCD based on invoices approved by NBWA; and

WHEREAS, the Napa RCD has agreed to take the lead for all activities carried out under this agreement (hereinafter referred to as Project); and

WHEREAS, NBWA's Board approved funding for the Project.

TERMS

NOW, THEREFORE this MOU determines the specific roles and responsibilities of NBWA's funding of the Project.

1. Term of the MOU. This MOU is effective October 30, 2018, through September 30, 2019.

2. Scope of Work. Napa RCD shall manage the activities conducted under the terms of this agreement including the work of the partners. This includes making any payments to partner entities for work conducted under this agreement. Partners include Napa RCD, Sonoma RCD, Gold Ridge RCD, San Francisco Estuary Institute, California Native Plant Society, Sonoma Ecology Center, Laguna de Santa Rosa Foundation, Sonoma County Winegrape Commission, Gallo Winery, Sonoma Co. Ag Preservation, and Open Space District. The following are the key project activities:

1. Develop Map-Based Re-Oak North Bay Strategy 1.0 (September 2018 – August 2019) Project partners will create a broad-scale regional strategy to Re-Oak the North Bay through coordinated planting across the agricultural, suburban, and urban landscape.

2. Re-Oaking Preparation (August – November 2018) Project partners will work together to collect, process, store, propagate (when producing seedlings), and distribute acorns and seedlings.

3. Re-Oaking Implementation (November 2018 – June 2019) Project partners will facilitate oak woodland plantings. Collectively, Napa and Sonoma RCD will plant at least 500 oak trees and associated oak woodland plants. Sonoma RCD will coordinate professional crews to implement plantings and devise plans for maintenance and monitoring of plantings in the Sonoma Creek Watershed.

3. Compensation. In consideration of Napa RCD's fulfillment of the scope of work

described above, Napa RCD will be reimbursed by NBWA at cost as set forth in Exhibit "A" at an amount not to exceed fifty-eight thousand dollars (\$58,000.00).

4. Method of Payment. All payments for compensation and reimbursement for expense shall be made only upon presentation on an invoice and progress report by Napa RCD to NBWA, not more often than once per month. The NBWA Executive Director will review progress reports and invoices and upon approval will send invoice to MMWD for payment.

5. Independent Contractor. Napa RCD shall perform this MOU as an independent contractor. Napa RCD and the officers, agents, employees and volunteers of Napa RCD are not, and shall not be deemed, NBWA employees for any purpose, including workers' compensation.

6. Hold Harmless/Defense/Indemnification. Napa RCD and NBWA 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 MOU.

7. Termination for Convenience. This MOU may be terminated by either party for any reason and at any time by giving no less than fifteen (15) days written notice of such termination. Written notices shall be issued to the Executive Directors of NBWA and Napa RCD. Napa RCD shall be entitled to receive 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.

8. No Waiver. The waiver by either party of any breach or violation of any requirement of this MOU 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 MOU.

9. Amendment/Modification. Except as specifically provided herein, this MOU may be modified or amended only in writing and with the prior written consent of both parties. For Napa RCD, amendment or modification shall be approved by the Napa RCD Board of Directors or its delegate.

10. Interpretation; Venue. (A) Interpretation. The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California without regard to the choice of law or conflicts. (B) Venue. This MOU is made in Marin County, California. The venue for any legal action in state court filed by either party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Marin, a unified court. The venue for any legal action in federal court filed by either party to this MOU for the purpose of interpreting or enforcing any provision of this MOU 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 MOU shall be Marin County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this MOU.

11. Compliance with Laws. In performing the Tasks set forth above and in Exhibit "A," Napa RCD shall observe and comply with all applicable Federal, State, and local laws, ordinances, and codes.

12. **Authority.** Napa RCD and NBWA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this MOU.

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

14. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this MOU 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.

15. **Severability.** If any provision of this MOU, 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 MOU.

16. **Entirety.** This MOU constitutes the entire MOU between the parties regarding this MOU and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

General Manager, MMWD

for Chak M. Duggal
Krishna Kumar

11-29-2018
Date

Executive Director, NBWA

Judy Kelly

Judy Kelly

October 15, 2018
Date

Board President, Napa County RCD

Gretchen Stranzl McCann

Gretchen Stranzl McCann

11/8/18
Date

APPROVED AS TO FORM RCD Legal Counsel By: <u>Shana A. Bagley (e-sign)</u> Deputy County Counsel Date: October 15, 2018	ATTEST: Anna Mattinson Secretary of the District Board By: <u>Anna Mattinson</u>
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Deliverables

The proposed Re-Oak North Bay pilot project will deliver the following:

1. An annotated map and accompanying illustrated 6-10 page Re-Oak North Bay Strategy document that will guide coordinated project activities by the project partners and initiate deeper analysis of historical oak woodlands in the North Bay and where restoration opportunities exist. The strategy document will include:
 - a. Consensus goals and objectives of project partners.
 - b. Articulated ecosystem and community resiliency benefits of re-oaking, including quantified benefits when possible.
 - c. Synthesis of existing programs and data to support re-oaking activities.
 - d. Illustrated map to help community visualize re-oaked landscape.
 - e. Example landscape drawings to help community visualize how oaks may be added to existing urban, suburban, and agricultural landscapes.
 - f. Guidance for oak restoration best practices in fire-prone landscapes.
2. Key data files, including ArcGIS layers and map projects, design files, and image files.
3. At least 500 oaks and oak woodland plants planted at 4-10 sites.
4. An established Re-Oak North Bay Program that is ready to be scaled across the North Bay region for the restoration of historical oak woodlands and their sustainability into the future.

Total Maximum Budget: \$58,000.00

(maximum for labor and expenses)

Full details of the Project are included in APPENDIX A

Project	Balance	Monies	Invoice	Balance	Monies	Invoice
Accounts		Received	for		Received	for
Receivable		Oct.	October		November	November
CARCD	2,167.88			2,167.88		
Carneros	1,168.34	1,168.34		0.00		
City of Napa WTRCON	2,292.62		3,213.80	5,506.42	1,715.03	
County Bio Monit	21,328.90	7,301.20	3,794.68	17,822.38	1,799.07	
County JPA	13,990.06	5,534.88	15,709.33	24,164.51	8,455.18	
DOC Capcity	13,468.65			13,468.65		
DWR WUE	13,642.58			13,642.58		
FCD	48,806.76	20,585.42	18,404.31	46,625.65	28,221.34	
LTNC Roads	2,473.52	750.89	513.76	2,236.39	839.23	
MCRCD CDFA	11,009.34			11,009.34		
SCC Oaks	5,106.50			5,106.50		
SRCD MIL	35,201.64			35,201.64		
SWRCB Bale Slough	23,146.85	9,766.62	2,966.73	16,346.96		
SWRCB LS Roads	3,471.03		651.15	4,122.18	1,153.31	
WICC	9,860.55	8,141.27	4,555.93	6,275.21	1,838.96	
Biological Support	2,502.89			2,502.89		
NRCS Contribution Agmt	8,875.77	892.52		7,983.25		
Measure A: Pope Creek	5,032.01			5,032.01	4,666.18	
San Mateo RCD	1,478.40			1,478.40		
Measure A Tuleyome	975.07		574.21	1,549.28		
PUC	-			-		
	223,831.48			222,242.12		

Balance	Notes
2,167.88	
0.00	
3,791.39	
16,023.31	
15,709.33	
13,468.65	
13,642.58	-
18,404.31	1 Invoice
1,397.16	2 Invoices
11,009.34	1 inv. Plus Retention
5,106.50	
35,201.64	Very Long turnaround
16,346.96	
2,968.87	
4,436.25	1 Invoices
2,502.89	
7,983.25	2 Invoices
365.83	
1,478.40	
1,549.28	2 Invoices
173,553.82	

Estimated Cash Available AS OF

CASH AVAILABLE	11/29/2018	\$	842,773.75
ACCOUNTS RECEIVABLE		\$	173,553.82
CASH AVAILABLE + ACCOUNTS RECEIVABLE		\$	1,016,327.57
Current Liabilities (estimated)			
Payroll ending	11/16/2018		31,247.23
Accrued Vacation	11/16/2018		21,673.48
Accrued Sick	11/16/2018		29,216.39
Current Batch (estimated)	11/29/2018		33,000.00
Deferred Revenue(earmarked)		\$	77,280.69
TOTAL		\$	192,417.79
NET CASH AVAILABLE			
(including accounts receivable & current liability)		\$	823,909.78

	* Deferred Rev.	Received
8,075.00	Napa Valley Vintners RST	2/14/2018
921.00	PG&E Community Events	6/30/2017
22,985.14	Sulpher Creek Project	6/30/2017
43,816.46	Gamble Foundation	8/15/2018
1,483.09	Rotary	3/9/2018

77,280.69 Total

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

