



## Napa County Resource Conservation District Regular Meeting of the Board of Directors

# AGENDA

**When:** Thursday, October 13, 2022 at 8:00 A.M.

**Where:** Tele/videoconference

Bruce Barge <b>President</b>	Rainer Hoenicke <b>Vice President</b>	Paul Asmuth <b>Director</b>	Jon Kanagy <b>Director</b>	Jim Lincoln <b>Director</b>	Bill Pramuk <b>Director</b>	Gretchen Stranzl McCann <b>Director</b>
	Lucas Patzek <b>Executive Director</b>	Anna Mattinson <b>District Secretary</b>	Wendy Dau <b>District Counsel</b>	Tracy Schulze <b>Auditor-Controller</b>		

### GENERAL INFORMATION

The Napa County Resource Conservation District (“Napa RCD” or “District”) will hold a regular meeting of its Board of Directors on Thursday, October 13, 2022 at 8:00 A.M. In accordance with California Assembly Bill 361, the Governor’s proclamation of a state of emergency due to COVID-19, and local officials’ recommendation for continued remote attendance at public meetings, this meeting will be streamed live via Zoom links. You can participate in the meeting as follows:

Via Zoom videoconference at:

<https://us02web.zoom.us/j/86472423799?pwd=RzJwM1MzYVpkRlJHR0g4Tm1qUEJSZz09>

Meeting ID: 864 7242 3799, Password: 867

Via teleconference at:

(669) 900-9128, Meeting ID: 864 7242 3799

We will accept written public comments received by 4 P.M. on Wednesday, October 12, 2022 sent by email to [Lucas@NapaRCD.org](mailto:Lucas@NapaRCD.org), and we will provide time for oral public comments at the meeting. All comments will be considered a public record and will be put into the meeting record. Requests for disability related modifications or accommodations, aids or services must be made to the District office no less than 24 hours prior to the meeting date by contacting 707-690-3110, [Anna@NapaRCD.org](mailto:Anna@NapaRCD.org). 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 5:00 P.M., except for District Holidays. The agenda is available online at: <http://naparcd.org/>

## 1. CALL TO ORDER, ROLL CALL

- A. **Roll call** – The meeting is to be called to order by the Chair at 8:00 A.M., and the Executive Director 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 September 8, 2022 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 September 2022.

## 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. EDUCATION PRESENTATION

Carrie Strohl, Founder & Board President of The School Garden Doctor, will present on best practices related to program design and evaluation, especially as it relates to her work around Napa RCD's community and youth education programming.

## 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. **Authorize Board President to sign the letter to Napa Valley CanDo concerning handling of donations made through the 2022 CanDo Give!Guide.**

Napa RCD must authorize Napa Valley CanDo to hold donations made to it through the 2022 CanDo Give!Guide until the end of January 2023.

- B. **Authorize Board President to execute Agreement No. 2022031 with Lake County Resource Conservation District (LCRCD).**

Napa RCD entered into an agreement with the National Association of Conservation Districts (NACD) for a 2022 Technical Assistance Grant. LCRCDD is identified as a subrecipient of grant funds for the purpose of providing technical advice and planning services for owners of forest lands in Lake County. Agreement No. 2022031 has a term of October 13, 2022 through October 31, 2023 and a maximum funding amount of \$62,400.

**C. Authorize Board President to execute Amendment No. 1 to California Trout Agreement No. 21-107NCR.**

Napa RCD and California Trout entered into Agreement No. 21-107NCR to partner in implementing a project entitled "Sulphur Creek Fish Passage Improvement Project." Additional funding has been secured for the project, so Napa RCD and California Trout desire to amend the Agreement to extend its deadline and add \$281,087 to the original maximum budget amount of \$338,767.

**D. Ratify Memorandum of Agreement (MOA) with Rebuild NorthBay Foundation (RNBF).**

RNBF entered into an agreement with the USDA NRCS for the project "Building Fire Resiliency in California's Coast Range Forests and Grasslands" through the Regional Conservation Partnership Program (RCPP). Napa RCD is one of the seven parties identified in RNBF's RCPP agreement, and RNBF entered into subaward agreements with all parties to implement the RCPP project. Napa RCD will support the implementation of the RCPP project through activities related to outreach, project management, land management planning, and outcomes analysis. The MOA will expire on February 8, 2027. The Executive Director executed the MOA via DocuSign on September 28, 2022.

**E. Designate Director Rainer Hoenicke as a delegate to represent Napa RCD at the Annual RCD Business Meeting.**

Napa RCD has paid its CARCD Membership Dues for the current fiscal year and is eligible to have a director vote at the Annual Business Meeting. The Board must designate a delegate to represent the Napa RCD by November 17, 2022. The Annual RCD Business Meeting will take place virtually on December 8, 2022.

**F. Ratify Agreement No. 2022023 with Dogwood Springs Forestry.**

Napa RCD seeks the assistance of Dogwood Springs Forestry to develop a forest management plan for the Suskol House Land property. The agreement is in the amount of \$5,000 and it expires on December 31, 2023. The source of funding is Regional Forest and Fire Capacity Grant Program Agreement No. 3020-1005. The Executive Director executed the agreement on September 19, 2022.

**G. Ratify Agreement with BDO-FMA, LLC.**

Napa RCD desires for BDO-FMA, LLC to assess the roles and responsibilities, technology, and workflow of Napa RCD's fiscal function and make recommendations for improvement. The agreement was executed by the Executive Director on September 9, 2022 and anticipates a maximum fee of \$25,000.

**H. Authorize the Executive Director to execute an agreement with City of St. Helena.**

The City of St. Helena desires to employ Napa RCD to furnish professional services in connection with the Upper York Creek Year 3 Monitoring project. This project builds on the previous environmental monitoring services that the Napa RCD has provided to the City. The maximum amount of this agreement is anticipated to be \$75,250 with work to be completed by September 30, 2023.

**5 OLD BUSINESS**

**A. Governance Committee items.**

1. *Bruce Barge* – Recommendation to approve the following slate of Associate Directors who applied for the director vacancy: Chris Carpenter, Lucio Perez, and Bryan Parker. The appointment as Associate Director is for a period of two years. The full description of the roles and responsibilities of Associate Directors can be found in Policy Number 4040.
2. *Bruce Barge* – Review of Governance Committee accomplishments in last year. Presentation and discussion about proposed outreach to public leaders.
3. *Frances Knapczyk & Ali Blodorn* – Updates from the Community Engagement and Forestry Program Advisory Committees.

**6 NEW BUSINESS**

**A. Presentation and discussion about conflict-of-interest regulations for public officials.**

*Wendy Dau*

**7 REPORT FROM EXECUTIVE DIRECTOR, DISTRICT CONSERVATIONIST, AND DIRECTORS' COMMENTS**

Lucas Patzek (Napa RCD Executive Director) and Evelyn Denzin (NRCS District conservationist) will give an update on current Napa RCD and NRCS projects and activities. Rainer Hoenicke (RCD Director) will give an update on current CARCD projects and activities. Other Directors may also provide comments and updates.

**8 ADJOURNMENT**



# Napa County Resource Conservation District Regular Meeting of the Board of Directors

## MINUTES

**When:** Thursday, September 8, 2022 at 8:00 A.M.

**Where:** Tele/videoconference

Bruce Barge <b>President</b>	Rainer Hoenicke <b>Vice President</b>	Jon Kanagy <b>Director</b>	Jim Lincoln <b>Director</b>	Bill Pramuk <b>Director</b>	Gretchen Stranzl McCann <b>Director</b>	Vacant <b>Director</b>
	Lucas Patzek <b>Executive Director</b>	Anna Mattinson <b>District Secretary</b>	Wendy Dau <b>District Counsel</b>	Tracy Schulze <b>Auditor-Controller</b>		

### 1. CALL TO ORDER, ROLL CALL

A regular meeting of the Napa County Resource Conservation District was called to order at 8:04 A.M. on Thursday, September 8, 2022 by President Bruce Barge. This meeting was conducted pursuant to California Government Code Section 54953 and Governor’s Executive Order N-25-20, in that directors participated only by electronic means, through either audio (i.e., teleconference) or video (videoconference), or both. All directors present indicated that they there were able to hear everything clearly over the tele/videoconference system.

**A. Roll call**

Directors present included Bruce Barge, Jon Kanagy, Bill Pramuk, Gretchen Stranzl McCann, and Rainer Hoenicke (joined at 8:15 A.M.). Associate Directors Bryan Avila and Lauren Winczewski were present. RCD staff present included Lucas Patzek, Anna Mattinson, Frances Knapczyk, Ali Blodorn, and District Counsel Wendy Dau was present. NRCS staff present included Evelyn Denzin and Chip Bouril.

**B. Approval of meeting minutes**

Approved the minutes from the August 11, 2022 regular meeting.  
MOTION: Kanagy; SECOND: Pramuk; AYES: Barge, Hoenicke, Kanagy, and Pramuk;  
NOES: None; ABSENT: Lincoln; ABSTENSIONS: Stranzl McCann. Motion carried.

### 2. EDUCATION PRESENTATION

Mike Hackett, Founder and Board Member of the [Save Napa Valley Foundation](#), shared about their organization and areas of nexus with the mission and programs of the District.

### 3. DISTRICT BILLS

#### A. Ratification of District bills

Ratified regular District bills in the amount of \$2,829.15.

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

#### B. Approval of District bills

Approved regular District bills for August 2022 in the amount of \$140,093.09.

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

### 4. PUBLIC COMMENTS

Jim Wilson praised the District's climate emergency resolution, and highlighted the need to improve the efficiency of action so that things speed up. He suggested Board members and staff request a meeting with the Interim County CEO, Department Director Morrison, and Supervisor Gregory as well as some local organizations to share about the resolution and other important conservation topics.

### 5. CONSENT CALENDAR

Approved the consent calendar.

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

#### A. Ratify Amendment No. 1 of Agreement No. 3020-1005 with the Department of Conservation

#### B. Ratify Marin Resource Conservation District (MRCD) Contract No. C06-2022

#### C. Ratify Amendment No. 1 to CARCD's Agreement for Services with Napa RCD for projects under the "Enhancing Wildlife Habitat & Carbon Sequestration on Working Lands" block grant.

#### D. Ratify Agreement with CARCD's Post Fire Disaster Recovery (2022-2026).

#### E. Ratify Agreement No. 2022021 with Matt Greene Forestry & Biological Consulting.

#### F. Authorize Board President to sign Agreement with National Association of Conservation Districts (NACD).

- G. Authorize Board President to execute Landowner Design Agreement with Rancho Otranto LLC.**
- H. Ratify Right of Entry Agreements with Vallerie Hunt, Kenneth Lim, and Joan Marshall.**
- I. Approve revisions to Policy No. 1020 (Conflict of Interest).**

## **6. OLD BUSINESS**

### **A. Discussion and possible action to request an appointment of a Director to fill the current vacancy on the Board of Directors.**

An Ad Hoc Committee of the Board of Directors composed of Bruce Barge, Rainer Hoenicke & Jon Kanagy interviewed five applicants for the director vacancy who were cleared by the County Counsel's Office for legal sufficiency and any conflicts of interest. These applicants were: Chris Carpenter, Lucio Perez, Bryan Parker, Patrick Tokar, and Paul Asmuth. The Ad Hoc Committees shared their process for interviewing applicants and developing a recommendation to the Board.

Authorized Resolution No. No. 2022-04 to Napa County's Board of Supervisors (BOS) to recommend Paul Asmuth for consideration and appointment by the BOS to the Napa RCD's Board of Directors.

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

Bill Pramuk raised a potential conflict of interest in this appointment as he does consulting work for Paul Asmuth directly and his place of work. Counsel Wendy Dau recommended that it is best that he abstain from this request for appointment, and other potential conflicts of interest be addressed on a case-by-case basis. Bruce Barge requested Counsel Dau to provide some education to the Board on what might constitute a conflict of interest.

Bruce Barge will reach out to the other four applicants to explore whether they are interested in serving as Associate Directors, and then discussion and possible action on making Associate Director appointments can be added to the October Board meeting agenda.

### **B. Governance Committee items.**

A Special Board Meeting is being proposed to occur at Fuller Park to serve a celebratory function and welcome the new director and associate directors. Bruce Barge will identify the best time with the Board.

A press release concerning the climate emergency resolution is being drafted and will go out soon.

Bruce Barge presented on the range of accelerators that are driving momentum for the organization, and what opportunities this presents. This was also shared with staff at a recent staff meeting.

Bruce Barge shared an intention to have Board members and staff meet with political leaders to share about what the District does and learn about the related priorities of these leaders. He will engage the Board in the next steps.

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

Evelyn Denzin (NRCS District Conservationist) gave the following updates on NRCS projects and activities:

- She is meeting with USDA leasing office staff this morning to discuss developments in the new NRCS lease and remodel.
- Due to limited NRCS funding for forest improvement and fuel reduction projects this year, NRCS staff are working with our unfunded applicants to re-direct them to NBFIP, with assistance from Ali Blodorn.
- NRCS has several pending streambank stabilization projects that we are moving forward with. NRCS staff are focusing on our responsibilities as the lead federal agency on these projects and coordinating with regulatory agencies and providing assistance to landowners to proceed with permits.
- Several larger fuel reduction projects NRCS provided assistance for have recently been completed in the Angwin – Howell Mountain area. We are excited these projects have moved forward to completion so quickly, and the weather has been cooperative for these projects to proceed this summer.

Lucas Patzek (Napa RCD Executive Director) gave the following updates on Napa RCD projects and activities:

- Completing all pre-audit tasks, and will be ready to call a Finance Committee meeting in October to discuss last fiscal year financial outcomes, and explore financial policies and procedures.
- Will need to call a meeting of the HCV Advisory Committee to reevaluate vineyard management needs and bid out the work, and determine how to launch the Request for Ideas.
- In conversations with landlord to expand office, and working with NRCS on remodel.
- What education ideas would the Board wish to explore at future meetings? Rainer shared it would be good to invite City of Napa's new Parks and Rec Director Breyana Brandt and Jeff Gittings to address the development of the Urban Forest Master Plan and the role of the RCD in its development. Board members should feel free to share further ideas with Lucas over email.

Rainer Hoenicke (RCD Director) gave the following updates on CARCD projects and activities:

- Opportunity to present to the Board at a future meeting about the CARCD and its annual conference.



Gretchen Stranzl McCann (RCD Director) will be speaking tomorrow on Tech Trek, for Junior High Girls who wish to go into the STEM fields. She will share about the RCD and what it does to educate youth about these types of organizations.

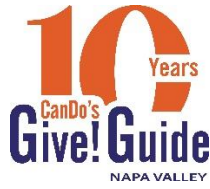
## **8. ADJOURNMENT**

Bruce Barge adjourned this meeting at 9:32 A.M.

Respectfully submitted,

Anna Mattinson, District Secretary

(Zoom Recording)



## What is the Authorization Letter and when is it due?

The Authorization Letter allows Napa Valley CanDo to hold donations made to your organization in a separate bank account during the *Give!Guide* campaign.

**It is critical that this letter be signed by your Board President and not a paid employee of your nonprofit. It is due by October 28, 2022**

You may scan and send it to [CanDoGiveGuide@gmail.com](mailto:CanDoGiveGuide@gmail.com) or mail it to Napa Valley CanDo at PO Box 855, Napa, CA 94559.

Please use the example below and fill in the necessary information. Print it on your nonprofit's stationery if possible.

### Authorization Letter Example:

COMPANY LOGO
[Date]
Napa Valley CanDo 2022 CanDo <i>Give!Guide</i> PO Box 855 Napa, CA 94559
Dear CanDo,
This letter is to authorize Napa Valley CanDo to act as a conduit and hold funds donated to <b>[Nonprofit name]</b> through its 2022 CanDo <i>Give!Guide</i> between the time of donation and the end of January 2023. By that time, <i>Napa Valley CanDo</i> will forward the funds to us, along with names of donors and an account of the donations.
Sincerely,
[Signature]
[Board President Name] President, Board of Directors [Nonprofit Name]

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT  
AGREEMENT NO. 2022031**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 13th day of October, 2022, by and between the NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as "NCRCD," and LAKE COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California, whose business address is 889 Lakeport Blvd, Lakeport, CA 95453, hereinafter referred to as "LCRCD."

**RECITALS**

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

**WHEREAS**, NCRCD entered into an Agreement (hereinafter referred to as "NACD Agreement") attached hereto and incorporated by reference herein as Exhibit "A," with the National Association of Conservation Districts (hereinafter referred to as "NACD") for the 2022 Technical Assistance Grant program for the purpose of providing technical advice and planning services for owners of forest lands and vineyards in Napa and Lake Counties in California to facilitate beneficial forest management, watershed fire recovery, fire prevention/preparedness, habitat restoration, watershed stewardship, and soil conservation; and

**WHEREAS**, LCRCD is identified as a subrecipient of NACD Agreement funds for the purpose of providing technical advice and planning services for owners of forest lands in Lake County; and

**WHEREAS**, LCRCD desires to receive NACD Agreement funds and provide such services in accordance with requirements specified in the NACD Agreement and under the terms and conditions set forth herein.

**TERMS**

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

1. **Term of the Agreement.** The term of this Agreement shall commence on October 13, 2022, and shall expire on October 31, 2023, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of LCRCD 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.** LCRCDD shall provide NCRCD those services set forth in Exhibit "B," attached hereto and incorporated by reference herein.

3. **Compensation.**

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of SIXTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$62,400.00) for professional services 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.

(d) Cost Share Requirement. LCRCDD is not required to provide match funding.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by LCRCDD to NCRCD of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, LCRCDD's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. LCRCDD shall submit invoices not more often than monthly to the NCRCD Office Manager (i.e., Anna Mattinson, [Anna@NapaRCD.org](mailto:Anna@NapaRCD.org), 707-690-3110) who, after review and approval as to form and content, shall submit the invoice to the NCRCD Executive Director or Board of Directors for approval and to the Napa County Auditor for payment. NCRCD will provide payment to LCRCDD no later than 30 days after NCRCD receives payment from NACD.

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

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

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

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

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

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

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

(2) Professional Liability/Errors and Omissions. Professional liability or errors and omissions insurance for all activities of LCRCD arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased, and non-owned vehicles used in conjunction with LCRCD's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NCRCD's Executive Director, demonstrated by other evidence of coverage acceptable to NCRCD's Risk Manager, which shall be filed by LCRCD with NCRCD prior to commencement of performance of any of LCRCD's duties; shall reference this Agreement by its NCRCD Agreement number; shall be kept current during the term of this Agreement; shall provide that NCRCD shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3), LCRCD 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 LCRCO not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NCRCD shall pertain only to liability for activities of LCRCO under this Agreement, and that the insurance provided is primary coverage to NCRCD with respect to any insurance or self-insurance programs maintained by NCRCD. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NCRCD's District Administrator, LCRCO shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

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

(e) Inclusion in Subcontracts. LCRCO agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation, General Liability, and Professional Liability insurance requirements set forth in this Paragraph 7.

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

(a) In General. To the full extent permitted by law, LCRCO and NCRCD shall each defend, indemnify, and hold harmless each other as well as their respective officers, agents, and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death), or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or other contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records, or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. LCRCO accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of LCRCO under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, LCRCO 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 LCRCO's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of

the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NCRCD hereby authorizes the NCRCD Executive Director to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of NCRCD for cause.

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

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

(a) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, the property of both NCRCD and LCRCD. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by LCRCD under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law and only NCRCD shall be entitled to claim or apply for the copyright or patent thereof.

(b) LCRCD 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 LCRCD shall not be relieved of liability to NCRCD for damages sustained by NCRCD by virtue of any breach of the Agreement by LCRCD whether or not the Agreement expired or was otherwise terminated, and NCRCD may withhold any payments not yet made to LCRCD for purpose of setoff until such time as the exact amount of damages due to NCRCD from LCRCD is determined.

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

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person, by email, or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NCRCD

Lucas Patzek, Executive Director  
1303 Jefferson St., Ste. 500B  
Napa, CA 94559  
[lucas@naparc.org](mailto:lucas@naparc.org)  
707-690-3119

LCRCD

Harry Lyons, Board President  
889 Lakeport Blvd  
Lakeport, CA 95453  
[lyons.harry@att.net](mailto:lyons.harry@att.net)  
707-263 4180

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

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

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

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

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

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

15. **Confidentiality.** Confidential information is defined as all information disclosed to LCRCD, which relates to NCRCD’s past, present, and future activities, as well as activities under this Agreement. LCRCD, to the extent provided by law, shall hold all such information as LCRCD may receive, if any, in trust and confidence, except with the prior written approval of NCRCD, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, LCRCD shall return to NCRCD all written and descriptive matter that contains any such confidential information, except that LCRCD may retain for its files a copy of LCRCD’s work product if such product has been made available to the public by NCRCD.

16. **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of LCRCD; therefore, LCRCD shall not assign any interest in this Agreement or subcontract any of the services LCRCD is to perform hereunder without the prior written consent of NCRCD Executive Director, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by LCRCD, or to perform any of the remaining

services required under this Agreement within the same time frame required of LCRCD shall be deemed to be reasonable grounds for NCRCD to withhold its consent to assignment.

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



assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only NCRCD, through its Board of Supervisors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "B." Failure of LCRCDD to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

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

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

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

(a) **Non-Discrimination.** During the performance of this Agreement, LCRCDD 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, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), use of family care leave, or political affiliation or belief. LCRCDD 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, LCRCDD 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.

(b) **Documentation of Right to Work.** LCRCDD agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of LCRCDD performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. LCRCDD 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 LCRCD under this Agreement are subcontracted to a third party, LCRCD shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** LCRCD agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. LCRCD 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 LCRCD'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, LCRCD agrees to furnish NCRCD with proof of payment of taxes or withholdings on those earnings.

21. **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 LCRCD which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, LCRCD shall maintain all required records for at least seven (7) years after NCRCD makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

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

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. LCRCD 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 LCRCD of such conflict. LCRCD further warrants that it is unaware of any financial or economic interest of any public officer or employee of NCRCD relating to this Agreement. LCRCD agrees that if such financial interest does exist at the inception of this Agreement, NCRCD may terminate this Agreement immediately upon giving written notice without further obligation by NCRCD to LCRCD under this Agreement.

(b) Statements of Economic Interest. LCRCD acknowledges and understands that NCRCD has developed and approved a Conflict of Interest Code as required by state law which requires LCRCD to file with the District Administrator of NCRCD "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 LCRCD, 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 authorizing its President to execute this Agreement on its behalf, NCRCD's Board of Directors and Executive Director hereby determine in writing on behalf of NCRCD that LCRCD has been hired to perform a range of duties so limited in scope

as to not be required to comply with such disclosure obligation.

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

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

26. **Attorney's Fees.** In the event that either party commences legal action of any kind or character either to enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

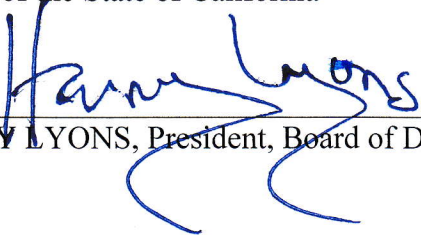
27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

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

29. **Special Terms and Conditions.** LCRCDD shall comply with the terms and conditions related to subcontractors set forth in the NACD Agreement, attached hereto as Exhibit "A."

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

“LCRCD” LAKE COUNTY RESOURCE CONSERVATION DISTRICT, a special district of the State of California

By:  Date: 10/07/22  
HARRY LYONS, President, Board of Directors

“NCRCD” NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a special district of the State of California

By: \_\_\_\_\_ Date: \_\_\_\_\_  
BRUCE BARGE, President, Board of Directors

APPROVED AS TO FORM  
RCD Legal Counsel  
By: /s/ Wendy M. Dau  
Deputy County Counsel  
Date: Sept. 27, 2022

**EXHIBIT “A”**

**NACD AGREEMENT**

See following pages.

## **EXHIBIT "B"**

### **SCOPE OF WORK**

LCRCD shall provide NCRCD with the following services as described in the NACD Agreement:

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

LCRCD shall provide site-specific technical advice to forest landowners, assist with on the ground implementation of practices, provide the technical advice needed for the LCRCD and Fire Safe Councils to apply for funding through other grant programs, and support the development of Carbon Farm Plans. These services will be provided in Lake County, California. Additionally, the LCRCD shall participate in cross-training opportunities with NCRCD to refine processes and share methods, and LCRCD will collaborate with NCRCD on community outreach initiatives and the development of grant proposals for planning and implementation projects.

#### **II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.**

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

**EXHIBIT "C"**

**BUDGET, COMPENSATION, AND REPORTING**

**I. BUDGET.**

<b>Cost Category</b>	<b>Grant Funds</b>	<b>Match</b>	<b>Total</b>
Personnel	\$62,400.00	\$0.00	\$62,400.00
Equipment & Supplies (e.g., computer, tablet, GPS)	\$0.00	\$0.00	\$0.00
Other In-Kind Services	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$62,400.00</b>	<b>\$0.00</b>	<b>\$62,400.00</b>

<b>Break-down of Grant Funds by NRCS Category</b>	<b>Grant Funds</b>
EQIP	\$31,200.00
CSP	\$6,240.00
COTA	\$24,960.00
<b>TOTAL</b>	<b>\$62,400.00</b>

Changes to the budget may only be granted with the concurrence, in writing, of NACD's Program Contact. LCRCD shall request budget changes via NCRCD.

**II. COMPENSATION.**

**Personnel**

LCRCD shall bill NCRCD, and NCRCD shall compensate LCRCD, in accordance with the maximum hourly rates for the LCRCD employees whose positions are noted below:

<b>Name</b>	<b>Position Title</b>	<b>Maximum Hourly Rate</b>
Tom Bendure	Forester	\$75.00
TBD	Accountant/Office Manager	\$50.00

With advance notice from LCRCD, NCRCD Executive Director may approve changes in hourly rates for compensation. Approval must be in written form.

### **III. REPORTING REQUIREMENTS.**

#### **Financial Reporting**

LCRCD shall keep all financial records in a manner consistent with generally accepted accounting procedures. All disbursements made for this Agreement shall be only for obligations incurred in the performance of this Agreement and shall be supported by documentation and data, as appropriate to support such disbursements. All disbursements for this Agreement shall be for obligations incurred only after the effective date of this Agreement, unless specific authorization for prior disbursements has been given in writing by NACD.

#### **Quarterly Reports**

NCRCDC is responsible for submitting quarterly reports as of the end of quarters dated March 31, June 30, September 30, and December 31, for the duration of the project, and NCRCDC will require LCRCD's input to be able to compile and submit complete reports. LCRCD's reports are due to NCRCDC at least 10 days prior to the NACD reporting deadlines (April 20, July 20, October 20, and January 20) using the quarterly reporting forms provided by NCRCDC. The reports should address progress on carrying out technical assistance work outlined in the NACD Agreement. Reports should also identify expenditures to the ending date of your quarterly reports.

NCRCDC is responsible for submitting a final report and will require LCRCD's input to be able to compile and submit a complete report. The final report will summarize quarterly report information, including a short narrative about your grant experience of up to 200 words, and a picture or copy of any success stories you can share shall be provided within 30 days of the completion of your grant.



**AMENDMENT NO. 1  
California Trout Agreement No. 21-107NCR**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 of California Trout Agreement No. 21-107NR** (“Agreement”) is made and entered into as of October 13, 2022, by and between the NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as "NCRCD," and California Trout, Inc., hereinafter referred to as “California Trout” a San Francisco-based 501c(3) conservation organization, and together these organizations are referred to as “Parties;”

**RECITALS**

**WHEREAS**, on July 16, 2020, NCRCD and California Trout entered into an Agreement to partner in implementing a project entitled “Sulphur Creek Fish Passage Improvement Project” hereinafter referred to as “Project;” and

**WHEREAS**, NCRCD and California Trout entered into this Agreement for the entirety of the Project, with the NCRCD acting as a contractor of California Trout to receive funding to provide specialized services to implement the Project, including but not limited to landowner coordination, technical expertise, and oversight of subcontractors as described in Exhibit A; and

**WHEREAS**, with assistance from and coordination with NCRCD, California Trout has secured \$281,087 in additional funding through an Amendment to its Agreement No. 20-004 with the California Coastal Conservancy for the Project due to change in project scope, and

**WHEREAS**, California Trout has extended the expiration date of its Agreement No. Q1996061 with the California Department of Fish & Wildlife (“CDFW”) and Agreement No. 20-004 with the California Coastal Conservancy to January 31, 2024, and NCRCD has extended the expiration date of its Agreement No. Q1930400 with CDFW to December 31, 2023; and

**WHEREAS**, NCRCD and California Trout now desire to amend the Agreement to extend its deadline and add \$281,087 to the original maximum budget amount of \$338,767; and

**WHEREAS**, Although the Agreement between NCRCD and California Trout expired on June 30, 2022, the parties have continued to perform under the Agreement as if it was still in effect; and

**WHEREAS**, NCRCD and California Trout wish to formally reinstate that Agreement as well as to amend it.

**TERMS**

**NOW, THEREFORE**, NCRCD and California Trout hereby agree to amend the Agreement as follows:

1. Effective as of June 30, 2022, Paragraph 1 is hereby amended to read in full as follows:
  1. **Term:**

- a. The term of this Agreement shall commence on July 16, 2020, and shall expire on January 31, 2024.
2. Effective as of October 13, 2022, Paragraph 3 is hereby amended to read in full as follows:

**3. Compensation.**

- a. As full consideration for satisfactory performance by the NCRCD by California Trout during the period of performance, California Trout will compensate the NCRCD the amount set forth in this Agreement. The NCRCD's payment total will be paid based on schedule and deliverables as described in Exhibit A. This is a guaranteed maximum price contract. As full consideration for satisfactory performance of the Scope of Work by the NCRCD, California Trout will compensate the NCRCD as provided in Exhibit A, in an amount not to exceed **\$619,854**. The payments specified in Exhibit A shall be the only payments to be made to NCRCD in connection with NCRCD's performance of the Scope of Work pursuant to this Contract, unless California Trout agrees in writing to an increase in the compensation amount.
  - b. NCRCD shall submit electronic invoices within 30 days of work performed, not more frequently than once per month, to the office of California Trout (email to [psamuel@caltrout.org](mailto:psamuel@caltrout.org) ). Invoices shall detail all authorized expenses in addition to an accounting of labor hours spent and by whom, a brief description of the work performed, and any other information needed to enable California Trout to comply with the conditions of the Prop 68 Grant and Prop 1 Grant, and to determine whether the amount deemed due and payable is accurate.
  - c. Total not to exceed budget = \$619,854
  - d. California Trout shall render payment to the NCRCD for the invoice within thirty (30) working days of receipt of payment for said work from the funding sources listed above (net thirty).
  - e. The NCRCD is responsible for payment of all applicable federal, state, and local taxes and duties associated with any assignment for California Trout.
3. Effective as of October 13, 2022, Exhibit A-1, attached hereto, replaces Exhibit A and is hereby incorporated into the Contract; all references to Exhibit A in the Contract shall mean Exhibit A-1.
4. Except as provided in paragraphs 1 through 3, above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved.

//

//

//

//

**IN WITNESS WHEREOF**, this Amendment No. 1 to California Trout Agreement No. 21-107NCR was executed by the parties hereto as of the date first above written.

"California Trout"	California Trout, Inc., a 501c(3) conservation organization
	By: _____ Date: _____ GEOFF SMICK, President & CEO
"NCRCD"	NAPA COUNTY RESOURCE CONSERVATION DISTRICT
	By: _____ Date: _____ BRUCE BARGE, President, Board of Directors

ATTEST: ANNA MATTINSON,  
District Secretary

By \_\_\_\_\_

<b>APPROVED AS TO FORM</b> Office of District Counsel
By: <u>/s/ Wendy M. Dau (e-sign)</u> Date: <u>Sept. 27, 2022</u>

## EXHIBIT "A-1"

### Project Description - Scope of Work Sulphur Creek Fish Passage Improvement Project

#### 1. Contract Period:

July 16, 2020 - January 31, 2024.

#### 2. Scope of Work and Deliverables:

- a. NCRCD will draft a Request for Proposals, select a consultant through an open-bid process (in collaboration with California Trout and landowners in the project area), and execute a contract with consultant for geotechnical modeling, design, and archaeological, cultural, and biological resource surveys to support development of a 100% design plan. The final design will be in conformance with all Federal, State, and local regulations, and will include an area map, plan and profile drawings, cross sections, construction details, stage construction plan, and any other drawings necessary to adequately provide for the acquisition of permits and construction of the improvements.
- b. NCRCD will conduct regular project management and administration with the selected consultant, including management of deliverables and stakeholder feedback on design plans.
- c. NCRCD will provide ongoing landowner and stakeholder outreach and communication and request landowner access agreements, schedule landowner and stakeholder meetings, provide meeting notes, and provide support in data collection and management through their staff.
- d. NCRCD will conduct quality assurance/quality control on data and integrate data collected into relevant regional databases (CEDEN, EcoAtlas, etc.) and others, as appropriate.

#### 3. Project Budget:

California Trout received two grants to produce some of the deliverables of this Project: California Trout entered into Agreement No. Q1996061 ("Prop 68 Grant") with the California Department of Fish & Wildlife ("CDFW") and Agreement No. 20-004 ("Prop 1 Grant") with the California Coastal Conservancy ("Conservancy"). NCRCD received one grant to produce some of the deliverables of this Project: NCRCD entered into Agreement No. Q1930400 ("FRGP Grant") with CDFW. These three grants are intended to fully implement this Project.

NCRCD will spend down the CDFW grant before invoicing California Trout for grant funds from the Prop 68 Grant and Prop 1 Grant.

The following are the budgets for each of these three grants:

##### a. Prop 68 Grant

Agreement No.: Q1996061

Funder: California Department of Fish & Wildlife

Grant Recipient: California Trout

Term: April 8, 2020 – December 31, 2023

<b>Task</b>	<b>Amount</b>
<b>A. PERSONNEL SERVICES</b>	
Project Manager – Project management/stakeholder engagement	\$12,600
Project Administration/Outreach Staff – administer grant, outreach	\$6,390
Staff Benefits	\$5,302
<i>Subtotal Personnel Services</i>	<i>\$24,292</i>
<b>B. OPERATING EXPENSES: GENERAL</b>	
Field Supplies	\$500
Travel (Not to exceed State reimbursement rates)	\$1,020
<i>Subtotal Operating Expenses: General</i>	<i>\$1,520</i>
<b>C. OPERATING EXPENSES: SUBCONTRACTORS</b>	
Napa County Resource Conservation District	\$15,747
Design Subcontractor	\$165,130
<i>Subtotal Operating Expenses: Subcontractors</i>	<i>\$180,877</i>
<b>D. OPERATING EXPENSES: EQUIPMENT</b>	
Equipment item	\$0
<i>Subtotal Operating Expenses: Equipment</i>	<i>\$0</i>
<b>E. INDIRECT COSTS</b>	
Indirect Charge Rate 20% (Applies to Sections A + B, and the first \$25K of each subcontractor)	\$13,311
<b>F. GRAND TOTAL (A+B+C+D+E)</b>	<b>\$220,000</b>

**b. Prop 1 Grant**

Agreement No.: 20-004  
Funder: California Coastal Conservancy  
Grant Recipient: California Trout  
Term: July 16, 2020 – January 31, 2024

<b>Task</b>	<b>Task Title</b>	<b>Amount</b>
1	Project Management/ Admin	\$13,032
1.1	Stakeholder Meetings/ Landowner Coordination	\$19,667
	<i>Task 1 Subtotal</i>	<i>\$32,699</i>
2	Survey Work	
2.1	Topo, channel, utilities survey	\$6,020

2.2	Structural/Geotech	\$7,004
2.3	Cultural Resources	\$3,200
2.4	Rare Plant	\$3,200
	<i>Task 2 Subtotal</i>	<i>\$19,424</i>
3	Hydraulic modeling/ channel design	\$56,000
4	Design plans, specs, estimates	\$83,000
5	Submit environmental compliance permits	\$0
6	Monitoring/ data management plan	\$5,000
7	Fundraising strategy/ implem. timeline	\$0
Amendment		\$281,087
<b>TOTAL</b>		<b>\$758,297</b>

**c. FRGP Grant**

Agreement No.: Q1930400

Funder: California Department of Fish & Wildlife

Grant Recipient: NCRCD

Term: April 3, 2020 – December 31, 2023

<b>Task</b>	<b>Amount</b>
<b>A. PERSONNEL SERVICES</b>	
Personnel	\$12,298
Staff Benefits	\$4,595
<i>Subtotal Personnel Services</i>	<i>\$16,893</i>
<b>B. OPERATING EXPENSES: GENERAL</b>	
Travel (Not to exceed State reimbursement rates)	\$232
<i>Subtotal Operating Expenses: General</i>	<i>\$232</i>
<b>C. OPERATING EXPENSES: SUBCONTRACTORS</b>	
Design Subcontractor	\$131,000
<i>Subtotal Operating Expenses: Subcontractors</i>	<i>\$131,000</i>
<b>D. OPERATING EXPENSES: EQUIPMENT</b>	
Equipment item	\$0
<i>Subtotal Operating Expenses: Equipment</i>	<i>\$0</i>
<b>E. INDIRECT COSTS</b>	
Indirect Charge Rate 43.07% (Applies to Sections A)	\$7,276
<b>F. GRAND TOTAL (A+B+C+D+E)</b>	<b>\$155,401</b>

**4. Contract Total:**

California Trout will pay NCRCD for services rendered under this agreement for an amount not to exceed: **\$619,854.**

**5. Project Cost-Sharing Commitments:**

California Trout and NCRCD agree that cost-share will be provided by each Party as follows:

**a. California Trout:**

- i.** California Trout is responsible for ensuring that \$155,169 of Prop 1 Grant funds are reserved for cost-share for the FRGP Grant as described in CDFW Agreement No. Q1930400.
- ii.** California Trout is responsible for ensuring that \$10,000 in private contributions are reserved for cost-share for the Prop 1 Grant as described in Conservancy Agreement No. 20-004.
- iii.** California Trout is responsible for ensuring that \$10,000 in in-kind support and up to \$40,954 of the Conservancy Agreement No. 20-004 is reserved for cost-share for the Prop 68 Grant as described in CDFW Agreement No. Q1996061.

**b. NCRCD:**

- i.** NCRCD is responsible for ensuring that \$5,000 in in-kind support is reserved for cost-share for the Prop 1 Grant as described in Conservancy Agreement No. 20-004.
- ii.** NCRCD is responsible for ensuring that \$155,000 of FRGP Grant is reserved for cost-share for the Prop 1 Grant as described in Conservancy Agreement No. 20-004.



## MEMORANDUM OF AGREEMENT

(RCPP 2516: Building Fire Resiliency in California's Coast Range Forests and Grasslands)

This MEMORANDUM OF AGREEMENT ("MOA") is made as of September 28, 2022, by and between REBUILD NORTHBAY FOUNDATION, a nonprofit, tax-exempt charitable organization (tax identification number 82-3266893) under Internal Revenue Code section 501, subd. (c)(3), hereinafter referred to as "Rebuild," and COLUSA COUNTY RESOURCE CONSERVATION DISTRICT, GOLD RIDGE RESOURCE CONSERVATION DISTRICT, MENDOCINO COUNTY RESOURCE CONSERVATION DISTRICT, NAPA COUNTY RESOURCE CONSERVATION DISTRICT, SOLANO COUNTY RESOURCE CONSERVATION DISTRICT, and YOLO COUNTY RESOURCE CONSERVATION DISTRICT, each being a political subdivision of the State of California, and CLEAR LAKE ENVIRONMENTAL RESEARCH CENTER ("CLERC"), a nonprofit, tax-exempt charitable organization (tax identification number 47-1489147) under Internal Revenue Code section 501, subd. (c)(3), hereinafter collectively referred to as "Parties" and singularly as "Party."

### RECITALS

**WHEREAS**, all Parties are authorized to enter into agreements with state agencies, counties, other resource conservation districts, other public districts to receive funds, and nonprofit organizations, and to enter into agreements to cooperatively expend funds; and

**WHEREAS**, Rebuild and the United States Department of Agriculture (USDA) Natural Resource Conservation Service, hereinafter referred to as "NRCS," entered into RCPP PPA-2516-A-0295, hereinafter referred to as "RCPP Agreement." The RCPP Agreement is the master agreement for RCPP Program Project 2516, hereinafter referred to as "RCPP," which provides financial and technical assistance to eligible agricultural producers and landowners in Colusa, Lake, Mendocino, Napa, Solano, Sonoma, and Yolo Counties to implement land management practices that will minimize wildfire impacts on human life and property in the wildland-urban interface (WUI), restore natural fire regime patterns in undeveloped areas, and improve resource conditions following recent wildfires; and

**WHEREAS**, per the terms of the RCPP Agreement, Rebuild desires to enter into a subaward agreement with all Parties. Rebuild will distribute NRCS funding equitably and effectively throughout the region, in budget allocations developed and agreed upon between Parties and listed in Exhibit B ("Distribution of Funds"). A copy of the RCPP Agreement is attached hereto and incorporated by reference herein as Exhibit D; and

**WHEREAS**, the Parties listed, above, have common objectives of implementing the RCPP through activities related to outreach, project management, land management planning,



and outcomes analysis. Rebuild will serve as Lead Partner, and Parties will work with NRCS to deliver technical assistance in their respective counties.

### TERMS

**NOW, THEREFORE**, in consideration of the foregoing, the mutual agreements of the Parties, and other valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. Term of the Agreement.** This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated. The term of this MOA shall expire on February 8, 2027, except that the obligations of the Parties under Sections 6 (Hold Harmless/Defense/Indemnification) and 7 (Insurance) shall continue in full force and effect after said expiration date as to the liability for acts and omissions occurring during the term of this MOA. In addition, the obligations of the Parties under Section 13 (Access to Records/Retention) shall also survive said expiration date.

**2. Scope of Work.** Parties shall be responsible for implementing the RCPP, including all necessary tasks for outreach, management, planning, implementation, and outcome assessment. Scope of work is set forth in Exhibit A.

**3. Compensation.**

(a) Actual Costs: Rebuild will reimburse each Party through the RCPP funds for the work performed under the terms of this MOA based on each Party's actual costs incurred in the completion of the RCPP. Each Party shall invoice Rebuild quarterly and shall provide an itemized invoice describing the work completed in the current billing period. The invoice shall be in a form and of sufficient detail to be satisfactory to Rebuild and in compliance with the terms of the RCPP Agreement.

(b) Maximum Reimbursement: The maximum grant fund amount of the RCPP is FOUR MILLION NINE HUNDRED TWENTY TWO THOUSAND TWO HUNDRED SIXTEEN DOLLARS AND SIXTY CENTS (\$4,922,216.60). Of that total, THREE MILLION FOUR HUNDRED FORTY FIVE THOUSAND FIVE HUNDRED FIFTY ONE DOLLARS AND SIXTY TWO CENTS (\$3,445,551.62) has been allocated to Financial Assistance (FA) to provide cost-share incentive payments for eligible landowners. In addition, ONE MILLION FOUR HUNDRED SEVENTY SIX THOUSAND SIX HUNDRED SIXTY FOUR DOLLARS AND NINETY ONE CENTS (\$1,476,664.91) has been allocated to Parties over the course of this grant lifecycle to provide Technical Assistance (TA). Of this Technical Assistance amount, it is anticipated that the maximum amount Rebuild will fund each Party will be ONE HUNDRED SEVENTEEN THOUSAND EIGHTY SIX DOLLARS AND TWENTY FOUR CENTS (\$117,086.24) over the lifecycle of the grant. However, the maximum amount Rebuild will fund each Party per year shall be agreed upon by the Parties annually and shall be limited to only those funds available under the RCPP's Technical Enhancement and Implementation ("TA-E" and "TA-I") budgets. See Exhibit B for the anticipated allocation of funds to each Party by year and expenditure category ("TA-E" and "TA-I"). Unspent funds will carry-over to the following year.

**4. Final Report.** Each Party shall assist in the preparation of the RCPP Final Report (“Final Report”) and provide the required information and documents to the other Parties in order to complete the final Report in a timely manner as required by the RCPP Agreement.

**5. Hold Harmless/Defense/Indemnification.** To the full extent permitted by law, Parties and Rebuild shall each defend, indemnify, and hold harmless each other as well as their respective officers, agents, and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death), or damage to property, to the extent arising out of or connected with any negligent acts or omissions of that party or its officers, agents, employees, volunteers, or other contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. See contact information for each Party in Article 10. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records, or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

**6. Insurance.** Each Party shall obtain and maintain in full force and effect throughout the term of this MOA, and thereafter as to matters occurring during the term of this MOA, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this MOA, each Party shall provide workers' compensation insurance for the performance of any of its duties under this MOA, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation. Each Party shall provide Rebuild with certification of all such coverages upon request by Rebuild's Executive Director. Workers' Compensation Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

(b) Liability Insurance.

(1) General Liability. Each Party shall obtain and maintain in full force and effect during the term of this MOA commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company having an A.M. Best Rating of no less than A:VIII or by self-insurance in accordance with the RCPP Agreement, 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 MOA 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.

(3) Comprehensive Automobile Liability Insurance. Each Party shall obtain and maintain in full force and effect during the term of this MOA 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 MOA of not less than the following, combined single limit per occurrence: ONE MILLION DOLLARS (\$1,000,000) (for 7 or fewer passengers), ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) (8-15 passengers), and FIVE MILLION DOLLARS (\$5,000,000) (16+

passengers).

(c) Certificates of Coverage. Each Party shall procure and maintain during the period of performance of this MOA, and for twelve (12) months thereafter, adequate third party policies of insurance from an insurance company or companies authorized to do business in the State of California that covers any activities performed by that Party under this Agreement. Proof of this insurance shall be provided to Rebuild within thirty (30) days of the effective date of this Agreement. Each Party will advise Rebuild in the event that the required third party insurance is about to or expected to lapse. Rebuild shall be responsible for carrying adequate insurance for any Rebuild employee or facility related to any activities performed under this Agreement. The coverages shall reference this MOA by its number or title; 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 any Party's liability. Upon request by any 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.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to Department.

**7. Good Faith:** Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOA and the satisfactory performance of its terms.

**8. No Waiver.** The waiver by any Party of any breach or violation of any requirement of this MOA 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 MOA.

**9. Notices.** All notices required or authorized by this MOA shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that a Party desires to give the other Parties shall be addressed to the other Parties at the address set forth below. Any Party may change its address by notifying the other Parties 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.

REBUILD NORTHBAY FOUNDATION  
Jennifer Gray Thompson, Executive Director  
595 5<sup>th</sup> St. West  
Sonoma, CA 95476  
[jennifer@afterthefireusa.org](mailto:jennifer@afterthefireusa.org)  
707-938-7217

CLEAR LAKE ENVIRONMENTAL  
RESEARCH CENTER  
Will Evans, Executive Director  
PO Box 636, Lakeport CA 95453  
[will.evans@clerc.co](mailto:will.evans@clerc.co)  
678-425-8970

COLUSA COUNTY RESOURCE  
CONSERVATION DISTRICT  
Elizabeth Harper, Executive Director  
100 Sunrise Blvd, Suite B, Colusa CA 95932

GOLD RIDGE RESOURCE  
CONSERVATION DISTRICT  
Brittany Jensen, Executive Director  
2776 Sullivan Rd, Sebastopol, CA 95472

[liz@colusarcd.org](mailto:liz@colusarcd.org)  
530-458-5131

[brittany@goldridgercd.org](mailto:brittany@goldridgercd.org)  
707-823-5244 x11

MENDOCINO COUNTY RESOURCE  
CONSERVATION DISTRICT  
Stephanie Sierra, Executive Director  
410 Jones St. Ste. C-3, Ukiah CA 95482  
[stephanie.sierra@mcrcd.org](mailto:stephanie.sierra@mcrcd.org)  
707-462-3664 x101

NAPA COUNTY RESOURCE  
CONSERVATION DISTRICT  
Lucas Patzek, Executive Director  
1303 Jefferson St, #500B, Napa CA 94559  
[lucas@naparcd.org](mailto:lucas@naparcd.org)  
707-690-3119

SOLANO RESOURCE  
CONSERVATION DISTRICT  
Chris Rose, Executive Director  
1170 N Lincoln, Suite 110, Dixon CA 95620  
[chris.rose@solanorcd.org](mailto:chris.rose@solanorcd.org)  
707-678-1655 x106

YOLO COUNTY RESOURCE  
CONSERVATION DISTRICT  
Heather Nichols, Executive Director  
221 W Court Street, Ste 1, Woodland CA 95695  
[heather@yolorcd.org](mailto:heather@yolorcd.org)  
530-661-1688 x12

**10. Interpretation; Venue.**

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

(b) Venue. This MOA is made in Sonoma County, California. The venue for any legal action in state court filed by any Party to this MOA for the purpose of interpreting or enforcing any provision of this MOA shall be in the Superior Court of California, County of Sonoma, a unified court. The venue for any legal action in federal court filed by any Party to this MOA for the purpose of interpreting or enforcing any provision of this MOA 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 MOA shall be Sonoma County, California; however, nothing in this sentence shall obligate any other Party to submit to mediation or arbitration any dispute arising under this MOA.

**11. Taxes.** The Parties agree 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 MOA 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. The Parties agree to indemnify and hold the other harmless from any liability it may incur to the United States or the State of California as a consequence of any other Party's failure to pay or withhold, when due, all such taxes and obligations. In the event that any Party is audited for compliance regarding any withholding or other applicable taxes or amounts, the other Parties agree to furnish the party being audited with proof of payment of taxes or withholdings on those earnings.

**12. Access to Records/Retention.** The Parties, or their duly authorized representatives, shall have access to any books, documents, papers, and records of the other

Parties, which are directly pertinent to the subject matter of this MOA for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for at least five (5) years after Rebuild makes final grant funding for any work authorized hereunder and all pending matters are closed, whichever is later.

**13. Authority to Contract.** Parties each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this MOA.

**14. Independent Contractor.** The Parties intend that in performing the obligations specified herein, shall act as an independent contractor of each other, and shall have control of the work and the manner in which it is performed. The Parties and their employees, agents, and volunteers are not to be considered agents or employees of any other Party and are not entitled to participate in any pension plan, insurance, bonus, or similar benefits any Party provides to its employees.

**15. Employment Practices.** Parties shall not discriminate in performance under the MOA, either directly or indirectly, on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

**16. Compliance with Laws.** Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations affecting it and the work hereunder. Each Party represents and warrants to the other Parties that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required to do the work hereunder or, if the work is subcontracted, that such subcontractor has all such licenses, permits, qualifications, and approvals. Each Party represents and warrants to the other Parties that it shall, at its sole cost and expense, keep in effect at all times during the term of this MOA any licenses, permits, and approvals which are legally required for Each Party to do the work contemplated by this MOA or, if the work is subcontracted, each Party shall be responsible for ensuring that such subcontractor keeps in effect all such licenses, permits, and approvals.

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

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

**19. Attorney's Fees.** In the event that any Party commences legal action of any kind or character either to enforce the provisions of this MOA 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.

**20. Severability.** If any provision of this MOA, 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 MOA.

**21. Amendment of Agreement.** This MOA may be amended at any time by mutual agreement and in accordance with the terms of the RCPP. Any amendment shall be in writing and signed by all Parties.

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

**23. Prevailing Wages.** Provisions requiring, if applicable, contractors to comply with the prevailing wage requirements as set forth in Chapter 1 (commencing with Section 1720), Part 7 of Division 2 of the Labor Code sections 1774 et seq., for any portion of the required work performed under this MOA.

*[Remainder of page left intentionally blank.]*

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

**REBUILD NORTHBAY FOUNDATION:**

By: 
DocuSigned by:  
*Jennifer Gray Thompson*  
B42A243AEB3F474...
Date: 9/28/2022  
 Jennifer Gray Thompson, Executive Director

**COLUSA COUNTY RESOURCE CONSERVATION DISTRICT:**

By: 
DocuSigned by:  
*Elizabeth Harper, Executive Director*  
EEF0B5A78110443...
Date: 9/30/2022  
 Elizabeth Harper, Executive Director

**GOLD RIDGE RESOURCE CONSERVATION DISTRICT:**

By: 
DocuSigned by:  
*Brittany Jensen*  
C709B96CC9854E5
Date: 9/30/2022  
 Brittany Jensen

**MENDOCINO COUNTY RESOURCE CONSERVATION DISTRICT:**

By: 
DocuSigned by:  
*Stephanie Garrabrant-Sierra*  
05A0409C805640F...
Date: 10/5/2022  
 Stephanie Garrabrant-Sierra

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT:**

By: 
DocuSigned by:  
*Lucas Patzek, Executive Director*  
22922C900424436...
Date: 9/28/2022  
 Lucas Patzek, Executive Director

SOLANO RESOURCE CONSERVATION DISTRICT:

By: DocuSigned by:  
*Chris Rose*  
B0F08A7920A14EA... \_\_\_\_\_ Date: 10/4/2022  
Chris Rose

YOLO COUNTY RESOURCE CONSERVATION DISTRICT:

By: DocuSigned by:  
*Heather Nichols, Executive Director*  
7BA28195856C42D... \_\_\_\_\_ Date: 10/3/2022  
Heather Nichols, Executive Director

CLEAR LAKE ENVIRONMENTAL RESEARCH CENTER:

By: DocuSigned by:  
*Will Evans, Executive Director*  
12B04E048C8A478... \_\_\_\_\_ Date: 10/3/2022  
will Evans, Executive Director



## **EXHIBIT A**

### **(SCOPE OF WORK)**

Parties will serve as the primary project partner in their designated counties within the geographic scope of this RCPP program. These Parties have been working to advance fire resilience and forest health in this region, but a legacy of fire suppression, a large population living in the wildland-urban interface, and a changing climate necessitate more effective partnerships and a landscape-level vision. Agricultural producers and non-commercial landowners are key to implementing enduring solutions, but they require technical and financial assistance to take effective action. This RCPP project will allow Parties to offer several flexibilities that will further the impact of the assistance.

The identified Parties in this grant program, local RCDs and CLERC, bring longstanding relationships with producers, the local NRCS offices and staff, and other local partners to ensure effective project outreach, planning, and monitoring in supporting agricultural producers and non-commercial landowners in their pursuit to fulfilling their responsibilities of restoring historic fuel quantity and structures and reducing extreme wildfire behavior.

For the five-year duration of the Building Fire Resiliency in California's Coast Range Forests and Grasslands Project, each Party may provide the following services to the RCPP partnership via grant funds allocated as Technical Assistance – Implementation and Technical Assistance – Enhancement in direct partnership with Lead Agency Rebuild NorthBay Foundation.

#### **Technical Assistance – Enhancement**

- As stated in the RCPP Programmatic Partnership Agreement:
  - o The Lead Agency, Rebuild NorthBay Foundation will:
    - Manage the project management components required of the RCPP:
      - Management of PPA agreement with NRCS and supplemental agreements management with implementing partners
      - Large-scale project coordination
      - Finances (TA-I, TA-E) under the responsibility of the Lead Partner
      - Communications and coordination the Parties need to meet outcomes effectively and efficiently
    - Leverage communications and outreach tactics to further highlight this project
    - Facilitate project Parties and other stakeholders to maximize project efficiency and creating opportunities to share best practices and resources via recurring coordination meetings
    - Lead metrics tracking and necessary and required reporting on project outcomes

- Participate in the development and calculation of quantifiable outcomes related to the project
- In partnership with Rebuild, each Party will be responsible for some or all of the following, contingent on individual staff capacity:
  - Outreach and Education: Each Party will conduct outreach with landowners in their respective County to attract new participation in the program. Activities can include:
    - Landowner and producer outreach workshops
    - Educational demonstration field day(s)
    - Attendance at events, meetings, stakeholder groups to increase landowner and producer participation in RCPP activities
    - Dissemination of information about RCPP opportunities at workshops, on the partner website, on social media
    - Partner collaboration: Each Party will partner with the other members of the Building Fire Resiliency in California's Coast Range Forests and Grasslands Project and NRCS. This may include the following activities:
      - Participate fully in the Executive Committee, Steering Committee, and any working committees to make decisions on programmatic operations, goals, outcomes, deliverables.
      - Design project webpage and fact sheet, develop project priorities and ranking criteria, evaluate, and select projects for funding, and offer expertise and skill sharing to other Parties or outside partners as appropriate.
  - Project Management: In addition, each Party will partner with the other members of the Building Fire Resiliency in California's Coast Range Forests and Grasslands Project and Rebuild to provide high-level oversight to project:
    - Staff supervision, recurring invoicing
    - FA budget monitoring (in accordance with PPA)
    - Internal project management to develop strategies for enhancement activities: communication, outreach, education.
  - Outcome Assessment: Each Party will be responsible for preparing and submitting progress reports throughout the duration of the project. Specifically:
    - Leading their internal lead tracking and sharing data as part of the collective reporting on project outcomes.
    - Participating in the development and calculation of quantifiable outcomes related to the project.
    - Preparing and submitting annual progress reports to NRCS.
    - Reports will include information on project deliverables, partner contribution expenditures, producer and landowner outreach and participation, and quantifiable project outcomes.
    - Partner will submit a final report and fact sheet that can be shared with the public.

**Technical Assistance – Implementation**

- Each Party will support landowners in implementing wildfire mitigation practices and activities on their land. Support may include application and project planning, actual implementation work, and identification of additional resources to support treatment. Specific activities, contingent on staff capacity and training as required by NRCS<sup>1</sup>, can be the following:
  - Providing support to producers interested in RCPP application, helping explain eligibility, timelines, next steps in planning process, and/or screening applications.
  - Project planning: Each Party will work with NRCS and landowners to identify project areas, inventory and map stands, identify resource concerns and opportunities, determine objectives and develop treatment prescriptions.
    - Documenting resource concerns
    - Preparing maps
    - Database research
    - Perform resource assessments using the appropriate business tools
  - Formulate and Evaluate Alternatives:
    - Prepare preliminary designs and proposed conservation plans
    - Conduct additional applicant interviews and site visits

---

<sup>1</sup> Note per RCPP Programmatic Partnership Agreement: TA tasks must be performed by appropriately trained and qualified individual(s), as determined by NRCS. As a result, TA tasks will typically be completed by NRCS staff familiar with agency policies and processes. RCPP funding is not available for training partners to complete these activities. The above activities have been identified by each Party as activities able to be performed in compliance with RCPP training.

**EXHIBIT B**  
**(DISTRIBUTION OF FUNDS)**

**TECHNICAL ASSISTANCE (IMPLEMENTATION) BY PARTY PER YEAR**

<b>Party</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>TOTAL</b>
Colusa RCD	\$24,108.81	\$24,108.81	\$24,108.81	\$24,108.81	\$0.00	<b>\$96,435.24</b>
CLERC	\$24,108.81	\$24,108.81	\$24,108.81	\$24,108.81	\$0.00	<b>\$96,435.24</b>
MCRC	\$24,108.81	\$24,108.81	\$24,108.81	\$24,108.81	\$0.00	<b>\$96,435.24</b>
Napa RCD	\$24,108.81	\$24,108.81	\$24,108.81	\$24,108.81	\$0.00	<b>\$96,435.24</b>
Solano RCD	\$24,108.81	\$24,108.81	\$24,108.81	\$24,108.81	\$0.00	<b>\$96,435.24</b>
Gold Ridge RCD	\$24,108.81	\$24,108.81	\$24,108.81	\$24,108.81	\$0.00	<b>\$96,435.24</b>
Yolo RCD	\$24,108.81	\$24,108.81	\$24,108.81	\$24,108.81	\$0.00	<b>\$96,435.24</b>
<b>TOTAL</b>	<b>\$168,761.67</b>	<b>\$168,761.67</b>	<b>\$168,761.67</b>	<b>\$168,761.67</b>	<b>\$0.00</b>	<b>\$675,046.68</b>

**TECHNICAL ASSISTANCE (ENHANCEMENT) BY PARTY PER YEAR**

<b>Party</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>TOTAL</b>
Rebuild	\$68,750	\$22,750	\$22,750	\$58,750	15,000	<b>\$188,000.00</b>
Colusa RCD	\$5,147.00	\$4,679.00	\$4,679.00	\$5,146.00	\$1,000.00	<b>\$20,651.00</b>
CLERC	\$5,147.00	\$4,679.00	\$4,679.00	\$5,146.00	\$1,000.00	<b>\$20,651.00</b>
MCRC	\$5,147.00	\$4,679.00	\$4,679.00	\$5,146.00	\$1,000.00	<b>\$20,651.00</b>
Napa RCD	\$5,147.00	\$4,679.00	\$4,679.00	\$5,146.00	\$1,000.00	<b>\$20,651.00</b>
Solano RCD	\$5,147.00	\$4,679.00	\$4,679.00	\$5,146.00	\$1,000.00	<b>\$20,651.00</b>
Gold Ridge RCD	\$5,147.00	\$4,679.00	\$4,679.00	\$5,146.00	\$1,000.00	<b>\$20,651.00</b>
Yolo RCD	\$5,147.00	\$4,679.00	\$4,679.00	\$5,146.00	\$1,000.00	<b>\$20,651.00</b>
<b>TOTAL</b>	<b>\$36,029.00</b>	<b>\$32,753.00</b>	<b>\$32,753.00</b>	<b>\$36,022.00</b>	<b>\$7,000.00</b>	<b>\$144,557.00</b>

**ENHANCEMENT PRACTICE TYPE: PROJECT MANAGEMENT  
BY PARTY PER YEAR**

<b>Party</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>TOTAL</b>
Rebuild	\$55,000.00	\$14,000.00	\$14,000.00	\$45,000.00	\$0.00	<b>\$128,000</b>
Colusa RCD	\$2,182.73	\$1,000.00	\$1,000.00	\$2,182.29	\$0.00	<b>\$6,365.00</b>
CLERC	\$2,182.73	\$1,000.00	\$1,000.00	\$2,182.29	\$0.00	<b>\$6,365.00</b>
MCRC	\$2,182.73	\$1,000.00	\$1,000.00	\$2,182.29	\$0.00	<b>\$6,365.00</b>
Napa RCD	\$2,182.73	\$1,000.00	\$1,000.00	\$2,182.29	\$0.00	<b>\$6,365.00</b>
Solano RCD	\$2,182.73	\$1,000.00	\$1,000.00	\$2,182.29	\$0.00	<b>\$6,365.00</b>
Gold Ridge RCD	\$2,182.73	\$1,000.00	\$1,000.00	\$2,182.29	\$0.00	<b>\$6,365.00</b>
Yolo RCD	\$2,182.73	\$1,000.00	\$1,000.00	\$2,182.29	\$0.00	<b>\$6,365.00</b>
<b>TOTAL</b>	<b>\$70,279.00</b>	<b>\$21,000.00</b>	<b>\$21,000.00</b>	<b>\$60,279.00</b>	<b>\$0.00</b>	<b>\$172,555.00</b>

**ENHANCEMENT PRACTICE TYPE: OUTREACH AND EDUCATION  
BY PARTY PER YEAR**

<b>Party</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>TOTAL</b>
Rebuild	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$0.00	<b>\$15,000.00</b>
Colusa RCD	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	<b>\$5,000.00</b>
CLERC	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	<b>\$5,000.00</b>
MCRC	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	<b>\$5,000.00</b>
Napa RCD	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	<b>\$5,000.00</b>
Solano RCD	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	<b>\$5,000.00</b>
Gold Ridge RCD	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	<b>\$5,000.00</b>
Yolo RCD	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	<b>\$5,000.00</b>
<b>TOTAL</b>	<b>\$12,500.00</b>	<b>\$12,500.00</b>	<b>\$12,500.00</b>	<b>\$12,500.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>

**ENHANCEMENT PRACTICE TYPE: OUTCOME ASSESSMENT BY YEAR  
BY PARTY PER YEAR**

<b>Party</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>TOTAL</b>
Rebuild	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$15,000.00	<b>\$15,000.00</b>
Colusa RCD	\$1,714.00	\$2,429.00	\$2,429.00	\$1,714.00	\$1,000.00	<b>\$9,286.00</b>
CLERC	\$1,714.00	\$2,429.00	\$2,429.00	\$1,714.00	\$1,000.00	<b>\$9,286.00</b>
MCRC	\$1,714.00	\$2,429.00	\$2,429.00	\$1,714.00	\$1,000.00	<b>\$9,286.00</b>
Napa RCD	\$1,714.00	\$2,429.00	\$2,429.00	\$1,714.00	\$1,000.00	<b>\$9,286.00</b>
Solano RCD	\$1,714.00	\$2,429.00	\$2,429.00	\$1,714.00	\$1,000.00	<b>\$9,286.00</b>
Gold Ridge RCD	\$1,714.00	\$2,429.00	\$2,429.00	\$1,714.00	\$1,000.00	<b>\$9,286.00</b>
Yolo RCD	\$1,714.00	\$2,429.00	\$2,429.00	\$1,714.00	\$1,000.00	<b>\$9,286.00</b>
<b>TOTAL</b>	<b>\$21,998.00</b>	<b>\$22,003.00</b>	<b>\$22,003.00</b>	<b>\$21,998.00</b>	<b>\$22,000.00</b>	<b>\$110,002.00</b>

## EXHIBIT C (PROJECT OUTCOMES AND DELIVERABLES)

1. Conservation Outcomes

OUTCOME TITLE	RESOURCE CONCERN	EXEPTED COMPLETION	OUTCOME METHODOLOGY	OTHER (DESCRIBE)	STATES	DETAILED DESCRIPTION
Reducing negative outcomes of wildfire	Fire management	2026	Modeling		CA	The primary purpose of this RCPP is to improve the ability of human and natural communities to withstand future wildfires with minimal resource loss, through improved management of fuels and vegetation. Due to the stochastic nature of wildfire occurrence, context-dependent fire behavior and hazard to resources, and the inclusion of diverse geography in this proposal, assessments of outcomes from potential future wildfire will necessarily rely on models of fuel and fire, and the expert opinion of Technical Assistance providers. During project development, TA providers will use visual inspections and available fuels data to assign fuel models within the project site as part of project development and documentation. Fuel model assignments will be made using national level standards, including visual guides. When projects are funded and implemented, post-project inspection will include re-assessment of fuel types, to inform changes in fuel conditions.

2. Conservation Outcome Deliverables

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established	Describe how baseline conditions were or will be established?
1	Reducing negative outcomes of wildfire	2026	Best Scientific Estimate		Rebuild NorthBay Foundation	CA	Tons per acre of fuel reduction on implemented sites	Yes	Baseline fuel conditions will be established using 1) available GIS maps of fuel and forest types across the project area, and 2) expert opinion of Technical Assistance providers in determining a project's fuel loads. We will use Standard fire behavior fuel models (Scott and Burgan, 2005) as a basis for determining initial fuel loading. We chose this method because it is a nationally adopted tool - there are a wide variety of fuels datasets and fire behavior models which use these 40 fuel models as a basis. TA providers will bring maps of likely fuel types into the field with them, and use visual assessment tools to confirm pre-project fuel type, or suggest a different baseline fuel model. They will also use these tools to assess post-treatment conditions, and determine if there was a change in fuel type, or loading. Fuel information will be entered into GIS as part of project development and post-implementation assessment.

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established	Describe how baseline conditions were or will be established?
2	Reducing negative outcomes of wildfire	2026	Modeling		Rebuild NorthBay Foundation	CA	Change in flame length due to treatment	Yes	The parameters needed to estimate changes in flame length due to treatment will be collected by TAs during pre- and post- project assessment (fuels, and project outlines), and supplemented by GIS systems to determine topography. We will use national level fire behavior models such as FLAMMAP to predict wildfire behavior at each project site under both baseline, and post-project conditions. The results of model outcomes will then be differentiated to estimate changes in modeled fire behavior as a result of implemented projects. We will parameterize models using site specific topography and 75th percentile weather conditions. Modeling outputs will focus on changes in flame length, but could also include predicted rate of spread, heat output, or other standard model outputs.

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established	Describe how baseline conditions were or will be established?
3	Reducing negative outcomes of wildfire	2026	Monitoring		Rebuild NorthBay Foundation	CA	Structures within the treatment influence zone	Yes	The goal of this measured outcome is to identify the potential improved protection of human infrastructure as a result of project implementation. Fuel treatments often change more than surface fire behavior. Fuel treatments are also meant to protect from catastrophic wildfire (US Congress, Healthy Forests Act, 2003).by the removal of ladder fuels and thinning of the canopy such that continuity is reduced, leading to reduced likelihood of active or passive crown fires. Reducing canopy fires lowers fire severity at the site, but also reduces the likelihood of spot fires being spawned by lofted firebrands from these intense blazes. Severe fire weather characterizes most of the recent fires impacting the seven county area in this RCPP. Spot fires have been a key component of fire growth, with multiple ignitions occurring hundreds to thousands of meters downwind of the spreading fires. Treatments can potentially retard fire growth by being both poor locations for spot fire ignitions and having low likelihoods of spawning additional firebrands to ignite fires further downwind. The landscape effect of this aspect of fuel treatments on fire spread is stochastic, with potentially large effects on fire spread and ultimate fire sizes. (Cochrane et al. 2012, Albini 1979) Because of this stochasticity of fire, we have chosen a simple approach of identifying structures within the distance that firebrands typically land/originate and ignite to start a spot fire, rather than probabilistic modeling. The loss of structures leads to negative environmental, economic, and human health outcomes. As such, a simple metric of potential avoidance of severe fire impacts on built infrastructure (structures within 1000' of treatment zones) is an important though indirect measure of this project's beneficial environmental outcomes. We will measure this outcome using existing county-level GIS maps of structures, and GIS tools to count structures within buffered project areas.



**EXHIBIT D**  
**(RCPP PROGRAMMATIC PARTNERSHIP AGREEMENT)**

## **PROGRAMMATIC PARTNERSHIP AGREEMENT**

**Between the**

**USDA Natural Resources Conservation Service (NRCS)**

**And**

**Rebuild North Bay Foundation**

### **Introduction:**

This Programmatic Partnership Agreement (PPA) is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, henceforth “NRCS”, and the Rebuild North Bay Foundation, henceforth named “Lead Partner”. Under the terms of this PPA, NRCS and Lead Partner agree to provide complementary and compatible assistance related to delivery of targeted conservation benefits resulting from addressing resource concerns in the project area. Collectively, NRCS and Lead Partner are referred to as “Parties”. NRCS assistance under this PPA will be provided as Regional Conservation Partnership Program (RCPP) financial and technical assistance to implement eligible activities through provisions of RCPP. Lead Partner assistance (contributions) under this PPA may include cash or in-kind assistance provided by the Lead Partner and/or assistance provided by supporting partners to generate RCPP project conservation benefits. This PPA does not obligate funding but instead describes the relationship between NRCS and Lead Partner and establishes the responsibilities of each partner in implementing the RCPP project and delivering the conservation benefits described herein.

### **I. Authority**

This PPA is entered into in accordance with RCPP and related statutory and regulatory authorities in place as of the date of the final signature on this agreement including:

- Subtitle I of Title XII of the Food Security Act of 1985 as amended by the Agriculture Improvement Act of 2018 (2018 Farm Bill; P.L 115-334)
- The Commodity Credit Corporation Charter Act (15 USC 714 et seq.)
- 7 CFR Part 1464

### **II. Background**

RCPP is a voluntary conservation program that provides authority for NRCS and an eligible partner to collaborate on a project that addresses one or more resource concern categories in a project area.

The Secretary of Agriculture has delegated the authority for administration of RCPP to the Chief of NRCS. Program requirements are established by the RCPP statute, regulation, and agency contracts and agreements.

NRCS helps agricultural producers and landowners implement conservation on private land. In carrying out this role, NRCS provides voluntary technical and financial assistance to farmers, ranchers, and other landowners to address natural resource concerns on the Nation's private and nonfederal land.

Lead Partner submitted a proposal for RCPP funding to help generate conservation benefits in the Project area as shown in (Attachment A). Lead Partner satisfies the RCPP eligibility requirements for participation in a partnership agreement as a Established history of working cooperatively with producers on agricultural land.

This agreement describes the framework for implementing the project titled Building Fire Resiliency in CA Coast Range....

### **III. Purpose**

The purpose of this PPA is to establish a partnership framework for cooperation between NRCS and Lead Partner on implementation of eligible activities to obtain approved conservation benefits by addressing resource concerns through program contracts with eligible producers and partners within the approved project area. The PPA was developed based on a proposal received under Announcement of Program Funding # (incorporated herein by reference) and selected by the Chief of NRCS for funding.

Parties agree that in addition to the other requirements outlined in this agreement, eligible activities shall be limited to work within the project area (see Attachment A: Project Area Map) reasonably expected to address the resource concerns listed below:

- Fire management

### **IV. Responsibilities of the Parties**

#### **A. NRCS will:**

1. Deliver RCPP assistance for eligible activities as identified in 7 CFR Part 1464. NRCS will provide financial and technical assistance in accord with program policy and Attachment B.
2. RCPP Financial Assistance will be provided via producer contracts and supplemental agreements under one or more of the five eligible activity types: Land Management/Improvement/Restoration (Land Management), Rental, Conservation Easements Held the United States (US Held Easements), Conservation Easements Held by Eligible Entities (Entity Easements), or Watersheds/Public Works. Obligations and expenditures will follow RCPP program requirements which vary based on activity type.
3. Carry out the following minimum Technical Assistance activities associated with RCPP-funded actions—compliance checks required for program eligibility under 7 CFR part 12 and part 1400, subpart F; National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and Endangered Species Act (ESA) compliance activities. Additional RCPP Technical Assistance may be provided by NRCS, eligible partner(s), third parties, or any combination of these entities. Obligations and expenditures will follow RCPP program requirements.
4. Retain responsibility and authority for determining methods and availability of RCPP technical and financial assistance in this project. Where NRCS elects to provide technical and financial assistance funding through RCPP programmatic instruments, RCPP producer contracts or supplemental agreements may be utilized. Once executed, RCPP producer contracts and/or partner supplemental agreements entered into under the general framework of this PPA shall be managed in accordance with RCPP program requirements, as well as the terms of the specific contract or supplemental agreement. Except as noted in those instruments, they shall operate independently of this PPA, under terms and conditions established therein.
5. Actively participate in the development of the Table of Deliverables establishing initial funding levels and typical activities for each approved RCPP activity type associated with their project, and documenting details of proposed contributions.

6. Within program authorities, make every reasonable effort to accommodate Lead partner project recommendations and project expectations documented in Exhibits 1-6 into RCPP FA and TA awards. Specifically, NRCS shall prioritize partner bundled applications as described therein.
7. Provide annual reviews and recommendations to Lead Partner on ways to improve implementation of both RCPP-assisted and contribution-related conservation activities, and to report on NRCS uses of RCPP technical and financial assistance funds.
8. As part of Technical Assistance commitments outlined in Attachment B, provide support for modeling/monitoring/measuring and reporting of outcomes as described in Attachment C: Data Collection and Outcomes Reporting.

**B. Rebuild North Bay Foundation will:**

1. Deliver all partner contributions (either directly or through others) included in Attachment B Table of Deliverables and report them in a timely fashion based on agreed-to items and billing methodologies.
2. Acknowledge that NRCS retains final authority with respect to determining the eligibility and valuation of partner contributions provided as part of this project with respect to RCPP reporting and agreement compliance purposes. NRCS considerations in making these determinations shall be informed by, but not limited to, a clear relationship of contributions in addressing project resource concerns in the project area during the project life and valued according to NRCS approved valuation methods.
3. Notify NRCS of any contribution-related deviations from the Attachment B Table of Deliverables as soon as they are known, and no later than the end of the year in which they occur. When factors beyond Lead Partner's control prevent timely delivery of contributions, Lead Partner may propose contribution substitutions. However, Lead Partner acknowledges that NRCS retains sole authority to determine if such substitutions will be allowed.
4. Support, complete, or ensure completion of inventories and analysis of all contributions which would not be undertaken but for the RCPP project and all supplemental agreement related RCPP funded activities as determined necessary to fulfil social, economic, and environmental (SEE) impact requirements under the National Environmental Policy Act and related legislation. Generally, where RCPP FA and contribution activities will be implemented concurrently, SEE analysis shall be a shared technical and financial responsibility and may be (partially or wholly) supported by RCPP TA funding. Where contributions are not directly tied to RCPP FA and contribution related activities would not occur but for the RCPP project, Lead Partner assumes added responsibility of developing and providing to NRCS sufficient information to ensure agency SEE analysis requirements are satisfied; "contribution only" partner activities will not generally have any expectation of access to RCPP Implementation TA.
5. Actively participate in the development of the Table of Deliverables establishing initial funding levels and typical activities for each approved RCPP activity type associated with their project, and documents details of contributions.
6. Actively participate in the development of Exhibits 1-6 (as applicable) to document expectations of RCPP funded activities within the project.
7. Where Technical Assistance or Watershed Financial Assistance Activities are included in the Schedule of Deliverables (Attachment B), lead partner shall assist NRCS in ranking, developing and managing supplemental agreements as mutually agreed to in the Exhibits. In general, where watershed or technical assistance activities are present in the project, the expectation is that the lead partner shall be responsible for

1) initial ranking/recommendations (termed “bundling of applications”) for NRCS led eligibility consideration, further negotiations and award management, 2) participating in supplemental agreement negotiations and providing concurrence on proposed supplemental agreement deliverables, and 3) monitoring and reporting of the impact of supplemental agreements on the project as a whole as described in Attachment C and Exhibits as applicable.

8. Submit annual project progress reports and a final report, based on guidance provided by NRCS.

9. Measure/monitor/model and report on the conservation outcomes of the project, as described in Attachment C: Data Collection and Outcomes Reporting. Optional reporting on the economic/financial and social outcomes of the project will be carried out according to the guidelines (if included) established in Attachment E.

10. Acknowledge NRCS assistance in public relations or communications materials or events related to RCPP project activities. To the extent possible, provide draft copies of such information to the relevant NRCS State office (potentially to be shared/reviewed by NRCS National Headquarters staff) for review and comment before public release.

11. Lead Partner is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between Lead Partner and third parties to carry out project activities.

**C. It is mutually agreed upon by the Parties that:**

1. The RCPP Portal (also known as the Partner Portal) or successor software platform will be used to track, monitor, implement and manage this project agreement. The Parties shall maintain access to and be expected to use the software platform to assist in fulfilling their responsibilities under this PPA, including but not limited to communications related to project management, project reporting, and outcome assessment and documentation.

2. The Parties and their respective agencies and offices will manage their own activities and funding in pursuing the objectives of this PPA. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations., and the operations of its agency or employees under this PPA, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this PPA. NRCS reserves the right and authority to reduce or discontinue RCPP assistance based on funding availability.

3. While funds obligated via producer contracts or supplemental agreements shall generally remain available for those purposes, NRCS reserves the right to cancel or terminate such awards if Lead Partner’s failure to deliver contributions would obviate the value of NRCS expenditures.

4. Nothing in this PPA commits either NRCS or Lead Partner to obligate or transfer any funds or financial assistance that NRCS may provide to eligible producers or landowners. Specific actions that may involve the transfer of funds, services, or property among Lead Partner and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds or technical services. This PPA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. This PPA does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

5. Adhere to the privacy requirements associated with federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners,

producers or others in relation to this project agreement. Project specific details, including needed information sharing, is further addressed in Attachment D.

6. NRCS authority to implement or support project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements not individually addressed in this PPA, including but not limited to the Food Security Act of 1985, as amended, and associated regulations, the National Environmental Policy Act (NEPA) and associated environmental laws, Office of Management and Budget (OMB) Circulars, and related requirements. Where such requirements necessitate adjustments to the terms and conditions of this PPA, the Parties will either agree to such adjustments or NRCS will terminate this PPA.

## **V. Expected Accomplishments and Deliverables**

RCPP-funded and contribution-based deliverables are listed in the Attachment B: Table of Deliverables. RCPP funded activities implemented under the framework of this PPA must comply with applicable agency policies, including NRCS practice or activity standards and specifications. Upon request, NRCS may consider waiving policy based (non-statutory) requirements, if the agency determines that doing so would result in equal or greater conservation benefits consistent with RCPP purposes and the objectives, would not create an undue administrative burden, and would not unduly contribute to actual or perceived perceptions of inequality or unfairness among similarly situated partners or producers. Partner contributions are not necessarily subject to these same requirements unless directly associated with NRCS assistance provided via a producer contract or supplemental agreement, or explicitly identified in the Attachment B Table of Deliverables so as to indicate such compliance.

## **VI. Technical and Administrative Contacts**

Technical and/legal representatives of this project at the time of award shall be those identified in NRCS agency software, and any revisions shall be managed in according to policies set by NRCS. Changes to Lead Partner contact(s) shall require notice from duly authorized partner representative to NRCS, and at NRCS discretion need not require necessity for agreement amendment, via substitutions in Agency/Departmental approved software.

## **VII. Duration**

This PPA takes effect the date of the final signature by authorized NRCS and Lead Partner officers and shall remain in effect for five years or through\_\_\_\_\_ (where a longer or shorter project is explicitly approved by NRCS and documented in the original programmatic agreement record in RCPP portal). This PPA may be extended by mutual agreement once (and no more than once), if determined necessary by NRCS; the extension may not exceed 12 months from the original PPA end date.

## **VIII. Project Changes: Amendment, Modification, Cancellation and Termination**

Either party may request changes to this PPA during the agreement life. The Parties acknowledge that minor deviations from the project Schedule in Attachment B may be necessary; where such issues are limited to accelerated implementation of out-year RCPP funded or contribution deliverables, or implementation delays not greater than 12-months (and not occurring during the final year of the PPA), such deviations will be noted in project management files, and updates to the project agreement records may not be required unless determined necessary by NRCS or requested by the partner. Where lengthier delays or other substantive changes are needed, including changes or additions to Exhibits 1-6, one of the following methods shall be used to initiate and/or document changes.

Minor Changes: By mutual consent, minor changes can be requested, negotiated and if approved by NRCS, documented in the agency software without necessity of a new agreement or hard copy signatures. NRCS

will only approve minor changes when the agency determines changes are consistent with program rules and policy, and would not affect key components of project scope e.g. updates to agreement contracts or exhibits could be a “minor change” while changes in total RCPP funding, a decline in the ratio of contributions to RCPP funding, an increase in the size of the project area, changes in targeted conservation benefits/resource concerns, or replacement of the lead partner would not be minor changes.

Modification: By mutual consent, more substantive changes affecting key components of project scope may be allowed in limited circumstances if such changes are accepted by NRCS as consistent with program authorities and with the intent of the original project. At NRCS discretion any substantive change to project scope, including but not limited to a decline in total partner contributions, may constitute basis for project termination under Part IX (3) below, and/or adversely affect lead partner’s ranking in future competitions for RCPP assistance.

## **IX. Ending Project Prior to Agreement End Date: Termination**

Terminations.

(1) Lead partners may request that NRCS terminate the partnership agreement, provided the request for termination is in writing, and includes the reasons for termination.

(2) NRCS may terminate a partnership agreement if—

(i) Justified by the reasons provided by the lead partner;

(ii) NRCS determines that a modification of the partnership agreement is necessary to comply with applicable law and the partner does not concur with such modification; or

(iii) The lead partner fails to correct noncompliance with a term of the partnership agreement .

(3) A termination may be justified by circumstances beyond the lead partners’ control that prevents completion of one or more provisions of the partnership agreement, such as a natural disaster or other circumstances in which NRCS may determine that termination is in the public interest.

(4) If a program agreement is terminated, the lead partner forfeits all rights to any remaining technical or financial assistance under the partnership agreement.

(d) Effect on other agreements. Termination of a partnership agreement under this section will—

(1) Not affect the validity of any program contract that was entered into within the project area encompassed by the partnership agreement; and

(2) Result in the termination of a supplemental agreement unless NRCS determines that the supplemental agreement would continue to provide necessary program implementation assistance to producers with program contracts or otherwise advance an eligible program activity within the project area.

(e) Refund and right to future assistance. If NRCS terminates a partnership agreement due to noncompliance with its terms or conditions, the lead partner will forfeit any right to future assistance under the partnership agreement and will refund all or part of any payments received directly by the lead partner, plus interest.

(f) Liquidated damages.

(1) NRCS may include terms in a supplemental partnership agreement that allow for the assessment of liquidated damages against the lead partner in the event of an intentional breach.

(2) The amount of any liquidated damages will be set at an amount reasonably calculated to reimburse NRCS for its foreseeable losses in the event of noncompliance and will not be punitive in nature.

## X. Attachments

### RCPP Partnership Agreement Specific Forms:

Attachment A: Project Area Map

Attachment B: Table of Deliverables (and any supporting documents, fee schedules. etc.)

Attachment C: RCPP Reporting Requirements Reporting

Attachment D: Privacy

Attachment E: Project Outcomes

Exhibit :Land Management Activity Expectations

Exhibit :Enhancement TA Activity Expectations

## XI. Signatures:

### A. Lead Partner (Sign First)

By signature below signatory certifies that 1) the lead partner is an eligible partner entity as defined in the RCPP statute, and 2) s/he has legal authority to enter into this agreement on behalf of the lead partner:

Signature	Date
Name	Title

### B. NRCS (Sign Last)

By signature below signatory certifies project agreement has been reviewed and approved by the State Conservationist or Designee, and that all attachments hereto are an accurate record or approved negotiated RCPP project agreement as of the date of execution.

Signature	Date
Name	Title (Attach Designation if not State Conservationist)



## Attachment B: Table of Deliverables

### FA Deliverables

Total Allocated FA:		Total Entered FA:	
<b>\$3,445,551.62</b>		<b>\$3,445,551.62</b>	
Allocated for Land Management <b>\$3,445,551.62</b>	Allocated % for Land Management <b>70%</b>	Entered for Land Management <b>\$3,445,551.62</b>	Entered % for Land Management <b>70%</b>
Allocated for Easement - US Held <b>\$0.00</b>	Allocated % for Easement - US Held <b>0%</b>	Entered for Easement - US Held <b>\$0.00</b>	Entered % for Easement - US Held <b>0%</b>
Allocated for Easement - Entity Held <b>\$0.00</b>	Allocated % for Easement - Entity Held <b>0%</b>	Entered for Easement - Entity Held <b>\$0.00</b>	Entered % for Easement - Entity Held <b>0%</b>
Allocated Watershed <b>\$0.00</b>	Allocated % Watershed <b>0%</b>	Entered Watershed <b>\$0.00</b>	Entered % Watershed <b>0%</b>
Allocated Rentals <b>\$0.00</b>	Allocated % Rentals <b>0%</b>	Entered Rentals <b>\$0.00</b>	Entered % Rentals <b>0%</b>

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
2	2023	CA	Land Management	Producer Contracts	Land management activities to reduce fuel loads, improve forest and rangeland health, prevent soil erosion, and recover from wildfire damage. This includes the following: Forest Management Plan, Mulching, Woody Residue Treatment, Conservation Cover, Prescribed Grazing, Brush Management, Clearing and Snagging, Fuel Break, Fire Break, Forest Trails and Landings and Access Road, Forest Stand Improvement, Herbaceous Weed Control, Streambank and Shoreline Protection, Riparian Herbaceous Cover, Sediment Basin, Critical Area Planting, Riparian Forest Buffer and Tree/Shrub Establishment, Grazing Management Plan, Prescribed Grazing, Livestock Pipeline, Fence and Watering Facility and Water Well (livestock only).	\$1,004,952.55
3	2024	CA	Land Management	Producer Contracts	Land management activities to reduce fuel loads, improve forest and rangeland health, prevent soil erosion, and recover from wildfire damage. This includes the following: Forest Management Plan, Mulching, Woody Residue Treatment, Conservation Cover, Prescribed Grazing, Brush Management, Clearing and Snagging, Fuel Break, Fire Break, Forest Trails and Landings and Access Road, Forest Stand Improvement, Herbaceous Weed Control, Streambank and Shoreline Protection, Riparian Herbaceous Cover, Sediment Basin, Critical Area Planting, Riparian Forest Buffer and Tree/Shrub Establishment, Grazing Management Plan, Prescribed Grazing, Livestock Pipeline, Fence and Watering Facility and Water Well (livestock only).	\$1,004,952.55
4	2025	CA	Land Management	Producer Contracts	Land management activities to reduce fuel loads, improve forest and rangeland health, prevent soil erosion, and recover from wildfire damage. This includes the following: Forest Management Plan, Mulching, Woody Residue Treatment, Conservation Cover, Prescribed Grazing, Brush Management, Clearing and Snagging, Fuel Break, Fire Break, Forest Trails and Landings and Access Road, Forest Stand Improvement, Herbaceous Weed Control, Streambank and Shoreline Protection, Riparian Herbaceous Cover, Sediment Basin, Critical Area Planting, Riparian Forest Buffer and Tree/Shrub Establishment, Grazing Management Plan, Prescribed Grazing, Livestock Pipeline, Fence and Watering Facility and Water Well (livestock only).	\$1,004,952.55
1	2022	CA	Land Management	Producer Contracts	Land management activities to reduce fuel loads, improve forest and rangeland health, prevent soil erosion, and recover from wildfire damage. This includes the following: Forest Management Plan, Mulching, Woody Residue Treatment, Conservation Cover, Prescribed Grazing, Brush Management, Clearing and Snagging, Fuel Break, Fire Break, Forest Trails and Landings and Access Road, Forest Stand Improvement, Herbaceous Weed Control, Streambank and Shoreline Protection, Riparian Herbaceous Cover, Sediment Basin, Critical Area Planting, Riparian Forest Buffer and Tree/Shrub Establishment, Grazing Management Plan, Prescribed Grazing, Livestock Pipeline, Fence and Watering Facility and Water Well (livestock only).	\$430,693.97

## TA Deliverables

<b>Total Allocated TA:</b>		<b>Total Entered TA:</b>	Minimum TA-I NRCS
<b>\$1,476,664.98</b>		<b>\$1,476,664.98</b>	<b>\$246,110.83</b>
Allocated TA-I Partner: <b>\$885,998.99</b>	Allocated TA-I Partner %: <b>18%</b>	Entered TA-I Partner: <b>\$675,046.80</b>	Entered TA-I Partner % <b>14%</b>
Allocated TA-E <b>\$344,555.16</b>	Allocated TA-E % <b>7%</b>	Entered TA-E <b>\$332,555.22</b>	Entered TA-E % <b>7%</b>
Allocated TA-I NRCS <b>\$246,110.83</b>	Allocated TA-I NRCS % <b>5%</b>	Entered TA-I NRCS <b>\$469,062.96</b>	Entered TA-I NRCS % <b>10%</b>

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
103	2022	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$168,761.70
105	2024	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$168,761.70
104	2023	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$168,761.70
106	2025	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$168,761.70
111	2022	CA	Enhancement TA	Supplemental Agreements	Project Management	\$70,279.22
112	2023	CA	Enhancement TA	Supplemental Agreements	Project Management	\$21,000.00
118	2025	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$12,500.00
113	2024	CA	Enhancement TA	Supplemental Agreements	Project Management	\$21,000.00
115	2022	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$12,500.00
116	2023	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$12,500.00
114	2025	CA	Enhancement TA	Supplemental Agreements	Project Management	\$60,276.00
117	2024	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$12,500.00
132	2022	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$22,000.00
133	2023	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$22,000.00
134	2024	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$22,000.00
135	2025	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$22,000.00
136	2026	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$22,000.00
137	2022	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$49,222.00
145	2025	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$30,000.00
138	2023	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$49,222.00
139	2024	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$49,222.00
142	2022	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$30,000.00
143	2023	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$30,000.00
144	2024	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$30,000.00
140	2025	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$49,222.00
146	2026	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$30,000.00

141	2026	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$122,174.96
-----	------	----	---------------------------	----------	--	--------------

**Partners and Contributions**

Partner Contribution ratio: <b>1</b>	Entered Contribution ratio: <b>1</b>
Total Proposed Contributions Amount: <b>\$7,031,761.00</b>	Total Entered Contributions Amount: <b>\$5,091,609.00</b>
Total Proposed TA Contributions Amount: <b>\$1,626,761.00</b>	Total Entered TA Contributions Amount: <b>\$1,648,128.00</b>
Total Proposed FA Contributions Amount: <b>\$5,405,000.00</b>	Total Entered FA Contributions Amount: <b>\$3,443,481.00</b>

**Partners**

Partner/Entity Name	Partner/Entity Type	Contact Name	Contact Email	Contact Phone	Total Contribution
Colusa County Resource Conservation District	Conservation district	Elizabeth Harper	liz@colusarc.org	530-458-5131	\$800,000.00
Clear Lake Environmental Research Center	Third-Party	Will Evans	will.evans@clerc.com	678-425-8970	\$1,122,217.00
Lake County Resource Conservation District	Conservation district	Harry Lyons	lyons.harry@att.net	707-540-2015	\$0.00
Yolo County Resource Conservation District	Conservation district	Heather Nichols	heather@yolorcd.org	530-661-1688	\$0.00
Mendocino County Resource Conservation District	Conservation district	Joe Scriven	joe.scriven@mrcrd.org	707-462-3664	\$0.00
Solano Resource Conservation District	Conservation district	Chris Rose	chris.rose@solanorcd.org	707-678-1655	\$0.00
Sonoma Resource Conservation District	Conservation district	Valerie Minton Quinto	vminton@sonomarc.org	(707) 569-1448	\$0.00
Gold Ridge Resource Conservation District	Conservation district	Brittany Jensen	brittany@goldridgercd.org	(707) 823-5244	\$0.00
Rebuild North Bay Foundation	Established history of working cooperatively with producers on agricultural land	Jennifer Gray Thompson	jennifer@rebuildnorthbay.org	(707) 953-6034	\$1,169,392.00
Napa County Resource Conservation District	Conservation district	Lucas Patzek	lucas@naparc.org	(707) 690-3119	\$2,000,000.00

**Partner Contributions**

#	Calendar Year	State	Activity Type	Funding Source	Lead	Typical Activity	Extent	Measurement Unit	Budget	Cash/In-Kind	Match as Contribut
3	2024	CA	FA: "Other" FA per APF	Non-Lead Partner (Non-Federal Funds)	Colusa County Resource Conservation District	Financial assistance targeted for watershed scale post-fire restoration on 1,680 acres and with 13 privately owned in-holders of the Upper Little Stony Creek Watershed within the Mendocino National Forest.	640000.0	Dollars	\$640,000.00	Cash	
4	2024	CA	FA: "Other" FA per APF	Non-Lead Partner (Non-Federal Funds)	Napa County Resource Conservation District	Financial assistance targeted to the Pacific Union College, Land Trust of Napa County, Napa County Regional Park and Open Space District, and the Suscol Intertribal Council to selectively thin and remove trees and brush on approximately 376 acres. Three	757528.0	Dollars	\$757,528.00	Cash	

						of the four landowners are EQIP eligible, and we will explore potentially using RCPD financial assistance to support additional activities on these properties.					
6	2024	CA	FA: "Other" FA per APF	Non-Lead Partner (Non-Federal Funds)	Clear Lake Environmental Research Center	Financial assistance to support over 800 acres of fuel reduction in the highest risk areas of Lake County's Wildland Urban Interface (WUI).	1122217.0	Dollars	\$1,122,217.00	Cash	
7	2023	CA	TA: "Implementation" TA per APF	Lead Partner (Non-Federal Funds)	Rebuild North Bay Foundation	RCD technical assistance for planning directly with private landowners to support installation of fire fuel mitigation measures on their properties with financial assistance from the Rebuild North Bay Foundation (RNBF) North Bay Forest Improvement Program.	145656.0	Dollars	\$145,656.00	Cash	
11	2024	CA	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Colusa County Resource Conservation District	Technical assistance for planning directly with private landowners to support installation of watershed scale post-fire restoration measures on their properties with financial assistance from the CalFire Forest Health grant to Colusa County RCD.	150000.0	Dollars	\$150,000.00	In-Kind	
14	2023	CA	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	Rebuild North Bay Foundation	Lead partner project management and oversight of their North Bay Forest Improvement Program funded by a CalFire Proposition 68 grant.	100000.0	Dollars	\$100,000.00	In-Kind	
15	2024	CA	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Colusa County Resource Conservation District	Outreach and education to support the CalFire Forest Health grant to Colusa County RCD.	10000.0	Dollars	\$10,000.00	In-Kind	
						California					

16	2024	CA	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Napa County Resource Conservation District	Department of Conservation block grant to Napa RCD under the Regional Forest and Fire Capacity Program to be expended by March 2025. Napa RCD will provide funding under this block grant to CLERC, Colusa RCD, Solano RCD, and Yolo RCD for forestry and fire related activities in Colusa, Lake, Napa, Solano, and Yolo Counties. This funding will support forest health and wildfire resiliency related capacity-building, planning and technical assistance, demonstration projects, and education and outreach.	1000000.0	Dollars	\$1,000,000.00	Cash
17	2024	CA	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Napa County Resource Conservation District	Outreach coordination to organize a Pre-Fire Coordinating Group and for education to landowners and managers concerning fuels reduction funded as part of the California Coastal Conservancy grant to Napa RCD.	242472.0	Dollars	\$242,472.00	In-Kind
1	2023	CA	FA: "Other" FA per APF	Lead Partner (Non-Federal Funds)	Rebuild North Bay Foundation	Financial assistance for private landowners to perform fuel mitigation on their properties among four counties: Lake, Mendocino, Napa, and Sonoma.	923736.0	Dollars	\$923,736.00	Cash

### Attachment E: Project Outcomes

**Conservation Outcomes**

Outcome Title >	Resource Concern	Expected Completion	Outcome Methodology	Other (Describe)	States	Detailed Description
Reducing negative outcomes of wildfire	Fire management	2026	Modeling		CA	The primary purpose of this RCPP is to improve the ability of human and natural communities to withstand future wildfires with minimal resource loss, through improved management of fuels and vegetation. Due to the stochastic nature of wildfire occurrence, context-dependent fire behavior and hazard to resources, and the inclusion of diverse geography in this proposal, assessments of outcomes from potential future wildfire will necessarily rely on models of fuel and fire, and the expert opinion of Technical Assistance providers. During project development, TA providers will use visual inspections and available fuels data to assign fuel models within the project site as part of project development and documentation. Fuel model assignments will be made using national level standards, including visual guides. When projects are funded and implemented, post-project inspection will include re-assessment of fuel types, to inform changes in fuel conditions.

**Conservation Outcomes Deliverables**

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established?	Describe how baseline conditions were or will be established
1	Reducing negative outcomes of wildfire	2026	Best Scientific Estimate		Rebuild North Bay Foundation	CA	Tons per acre of fuel reduction on implemented sites	Yes	Baseline fuel conditions will be established using 1) available GIS maps of fuel and forest types across the project area, and 2) expert opinion of Technical Assistance providers in determining a project's fuel loads. We will use Standard fire behavior fuel models (Scott and Burgan, 2005) as a basis for determining initial fuel loading. We chose this method because it is a nationally adopted tool - there are a wide variety of fuels datasets and fire behavior models which use these 40 fuel models as a basis. TA providers will bring maps of likely fuel types into the field with them, and use visual assessment tools to confirm pre-project fuel type, or suggest a different baseline fuel model. They will also use these tools to assess post-treatment conditions, and determine if there was a change in fuel type, or loading. Fuel information will be entered into GIS as part of project development and post-implementation assessment.
2	Reducing negative outcomes of wildfire	2026	Modeling		Rebuild North Bay Foundation	CA	Change in flame length due to treatment	Yes	The parameters needed to estimate changes in flame length due to treatment will be collected by TAs during pre- and post- project assessment (fuels, and project outlines), and supplemented by GIS systems to determine topography. We will use national level fire behavior models such as FLAMMAP to predict wildfire behavior at each project site under both baseline, and post-project conditions. The results of model outcomes will then be differentiated to estimate changes in modeled fire behavior as a result of implemented projects. We will parameterize models using site specific topography and 75th percentile weather conditions. Modeling outputs will focus on changes in flame length, but could also include predicted rate of spread, heat output, or other standard model outputs.
									The goal of this measured outcome is to identify the potential improved protection of human infrastructure as a result of project implementation. Fuel treatments often change more than surface fire behavior. Fuel treatments are also meant to protect from catastrophic wildfire (US Congress, Healthy Forests Act, 2003).by the removal of ladder fuels and thinning of the canopy such that continuity is reduced, leading to reduced likelihood of active or passive crown fires. Reducing canopy fires lowers fire severity at the site, but also reduces the likelihood of spot fires being spawned by lofted firebrands from these intense blazes. Severe fire weather characterizes most of the recent fires impacting the seven county area in this RCPP. Spot

3	Reducing negative outcomes of wildfire	2026	Monitoring		Rebuild North Bay Foundation	CA	Structures within the treatment influence zone	Yes	<p>fires have been a key component of fire growth, with multiple ignitions occurring hundreds to thousands of meters downwind of the spreading fires. Treatments can potentially retard fire growth by being both poor locations for spot fire ignitions and having low likelihoods of spawning additional firebrands to ignite fires further downwind. The landscape effect of this aspect of fuel treatments on fire spread is stochastic, with potentially large effects on fire spread and ultimate fire sizes. (Cochrane et al. 2012, Albini 1979) Because of this stochasticity of fire, we have chosen a simple approach of identifying structures within the distance that firebrands typically land/originate and ignite to start a spot fire, rather than probabilistic modeling. The loss of structures leads to negative environmental, economic, and human health outcomes. As such, a simple metric of potential avoidance of severe fire impacts on built infrastructure (structures within 1000' of treatment zones) is an important though indirect measure of this project's beneficial environmental outcomes. We will measure this outcome using existing county-level GIS maps of structures, and GIS tools to count structures within buffered project areas.</p>
---	--	------	------------	--	------------------------------	----	--	-----	---



**Economic Outcomes**

Outcome Title	Resource Concern	Expected Completion	Outcome Methodology	Other (Describe)	States	Detailed Description
---------------	------------------	---------------------	---------------------	------------------	--------	----------------------

**Economic Outcomes Deliverables**

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established?	Describe how baseline conditions were or will be established
---	---------------	---------------------	---------------------	------------------	-------------------	--------	-------------	----------------------------------	--

**Social Outcomes**

Outcome Title	Resource Concern	Expected Completion	Outcome Methodology	Other (Describe)	States	Detailed Description
---------------	------------------	---------------------	---------------------	------------------	--------	----------------------

**Social Outcomes Deliverables**

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established?	Describe how baseline conditions were or will be established
---	---------------	---------------------	---------------------	------------------	-------------------	--------	-------------	----------------------------------	--

## Exhibits

### Exhibit 1: Land Management / Land Treatment / Land Restoration (Land Management)

**Introduction:** NRCS management of RCPP Land Management Activity awards is informed by project level expectations (documented here), award templates, program requirements, and related policy (including NRCS practice and activity standards and other federal requirements such as standards of fiduciary responsibility, privacy laws, and environmental requirements).

Expectations established during the initial Program Partnership Agreement (PPA) negotiations may be revisited or adjusted during the term of the PPA where NRCS determines that changes are consistent with program requirements.

**Purpose:** This Exhibit documents negotiated project level expectations of Land Management activity awards.

**Background:** NRCS will generally follow processes associated with the planning, assessment, ranking, and contract management of similar Farm Bill programs in the administration of RCPP Land Management activities. However, a key feature of RCPP projects is the opportunity for partners to help NRCS identify alternative procedures to deliver conservation benefits while meeting policy requirements.

Items in this exhibit are subject to NRCS lead state discretion and the specific needs of each project, unless they are included in the “Required on All Projects ...” section of the Table below. These required items are non-discretionary and must be addressed at the time of initial agreement execution.

#### Section 1A - Financial Assistance Expectations for Land Management Activity Awards:

**Table 1A: Financial Assistance Expectations for Land Management Activity Awards**

Land Management FA Awards	<p><b>Contracting Expectations:</b> Land Management awards will be made via producer contracts for work on eligible land (as determined by NRCS). Land Management awards will generally be limited to eligible producers, potentially to include eligible partners (with control of land) where similar contracting authorities exist in related covered programs.</p> <p><b>Producer Cost Share and Contributions:</b> Producer provided cost share in Land Management contracts cannot be included as RCPP PPA partner contributions.</p>

<p>Principal Resource Concerns</p>	<p>Each FA award in RCPP must address one or more project conservation benefit as identified in the proposal. Conservation benefits are associated with agency resource concerns and/or resource concern categories, as specified during project negotiations, and documented elsewhere in the PPA</p> <p>Is Land Management Activity Funding available for all project resource concern (benefit) categories?  <b>Yes</b></p> <p>If No, identify the primary resource concern categories for this activity type:  <b>Fire Management;</b></p> <p>Please Describe any other resource concern related considerations (e.g. describe project specific issues such as "within the plant community health category, project objective is to promote removal of invasive species and restoration of native grassland habitat")  <b>n/a</b></p>
<p>Assessment and Ranking: Historically Underserved (HU) Involvement</p>	<p>Did this project proposal receive ranking points for HU Involvement?  <b>Yes</b></p> <p>If the answer to the above is "Yes", document how HU priority will be managed for Land Management applicants (e.g. via ranking questions to award points):  <b>Ranking questions will be developed to award ranking points HU applicants.</b></p>
<p>Conflict of Interest</p>	<p>Will the lead or contributing partner make application for Financial Assistance in this activity type?  <b>No</b></p> <p>Note: If "Yes", NRCS will limit partner input into RCPP award management to elements included in original project proposals to minimize potential for conflict of interest.</p> <p>If yes, document specifically how potential conflicts of interest will be managed.</p>

**Potentially Optional (at Lead State Discretion)**

	<p>If activities will be targeted to a limited set of land uses, identify targeted land uses here:  <b>Forest;Range;Farmstead;Associated Agricultural Land;</b></p> <p>Document other Land Use Related Considerations (e.g. funds in this activity type should be targeted toward buffers on farm lands adjacent to Section 404(D) water courses; or rangeland habitat improvements within historical range of Lesser Prairie Chicken)</p>
--	--

Land Uses	<p><b>RCPP funding is targeted to forest, range, farmstead, and associated agricultural land situated in the California north-bay region and prioritized for implementation of conservation practices that will minimize wildfire impacts on human life and property in the wildland-urban interface (WUI), to restore natural fire regime patterns in undeveloped areas, to improve resource conditions following recent wildfires, and to promote fire resiliency and forest health.</b></p>
Assessment and Ranking: General Considerations	<p>NRCS will use established application ranking and assessment processes to support Land Management awards. Document negotiated assessment and ranking considerations here, including: Any Workload Prioritization (screening) criteria <b>No</b></p> <p>CART considerations by type as applicable (Vulnerability, Practice Points, Efficiency, Program Questions, Resource Questions) <b>Yes</b></p> <p>If Yes, What Type? <b>Vulnerability;Practice Points;Efficiency;Program Questions;Resource Questions;</b></p> <p>Intent to provide ranking points for eligible land management applicants whose applications directly support other RCPP award types <b>No</b></p> <p>Intent to provide ranking points for project specific purposes not captured elsewhere <b>Yes</b></p> <p>Other <b>The following conservation outcomes will be prioritized for funding: (1) natural resource recovery on recently burned properties, and (2) fuels management and biomass removal on properties that haven't recently burned. Ranking points for questions will be weighted to prioritize practices that will address the primary resource concern, fire management. Prioritize projects that address: (1) natural resource recovery on recently burned properties, and (2) fuels management and biomass removal on properties that haven't recently burned. This will be accomplished by weighting the ranking questions appropriately by the practices that will be implemented that meet the primary objective.</b></p>
	<p>Will Project include bundled partner applications? <b>No</b></p> <p><b>Note:</b> points available to prioritize a partner's bundled applications shall not exceed 25% of Program points available in applicable CART template.</p>

Assessment and Ranking: Lead Partner Bundling	<p>Document how lead Partner will identify bundles and coordinate delivery of bundled applications to NRCS. Include: Partner methods/tools, means of communications, timing,etc <b>N/A</b></p> <p>Document how NRCS will prioritize partner bundles during assessment and ranking (e.g. via ranking questions or another method) <b>N/A</b></p>
Planning Considerations	<p>Discuss and document planning expectations for Land Management awards. For example, should NRCS seek to: Does the project want to prioritize shorter duration contracts ( via ranking and/or scheduling with producers?) <b>No</b></p> <p>Project require integration of RCPP Land Management activity awards with other RCPP activity awards? <b>No</b></p> <p>Other Planning Expectations <b>None.</b></p>
Sign-up and Obligation Considerations	<p>RCPP will generally follow standard application processes allowing for continuous sign-ups with periodic cut-offs/funding cycles. Additionally, producer contracting activity may also be subject to annual software or policy limitations.</p> <p>Will NRCS attempt to accelerate obligations based on applicant demand? <b>Yes</b></p> <p>If No, NRCS will follow scheduled RCPP FA obligations per Table of Deliverables</p> <p>If Do Not Agree, then explain what should be done</p> <p>Please describe other timing related considerations: <b>Our intention is to use standard NRCS batching timelines.</b></p>
	<p>Document any practice or activity-based considerations not captured above: Are there any additional Priority Practices that are not captured above? <b>No</b></p> <p>Yes, Please Describe</p> <p>Are there any additional Priority Activites that are not captured above? <b>No</b></p> <p>Yes, Please Describe</p> <p>Are there any additional Priority Payment Scenarios that are not captured above?</p>

<p>Practice/Activity/Payment Scenario Considerations</p>	<p><b>No</b></p> <p>Yes, Please Describe</p> <p>Practices/activities/payment scenarios potentially contrary to project purposes (Please list any practices/activities/payment scenarios that a partner does not want to include)</p> <p><b>None</b></p> <p>Other Practice related Considerations?</p> <p><b>N/A</b></p> <p>Other activity related considerations?</p> <p><b>N/A</b></p> <p>Other Payment Scenario considerations?</p> <p><b>N/A</b></p>
<p>Payment Rate Recommendations/Rationale</p>	<p>Discuss NRCS payment rate methodology, and expectation of comparability with rates in other NRCS program. Document atypical payment rate needs by practice/activity (e.g. above or below related covered program payment percentages)</p> <p><b>N/A</b></p> <p>Above Covered Program Payment Percentages</p> <p><b>No</b></p> <p>Below Covered Program Payment Percentages</p> <p><b>No</b></p> <p>Provide an explanation for the deviation from similar covered program payment rates.</p> <p><b>N/A</b></p> <p>State conservationists may approve rates equivalent to the highest rates available for similar activities in the state (e.g. 90% for p-practices, standard CSP rates for enhancements); higher rates (not to exceed 100%) may be allowed, but only with national review and express written approval.</p>
	<p>Project/activity wide AGI applicably waiver: Partner requesting AGI applicability waiver for all producer participants in this activity type?</p> <p><b>Yes</b></p> <p>If yes, document justification below. NRCS to process waiver request per NRCS policy, and parties to update exhibit based on NRCS determination:</p> <p><b>A project-wide AGI applicability waiver is requested in order to extend financial assistance to all producers and landowners located in high fire severity zones. With the flexibility to include as many landowners as possible, we can make sure that conservation actions are taking place where they will have the greatest impact on the resource issues.</b></p>

Adjusted Gross Income (Producer Contracts)	<p>Application/participant level AGI waivers (Do not complete if "applicability" waiver is approved for this RCPP Activity Type, or the project generally.) :</p> <p>Document Lead partner support (or lack of support) for AGI waivers in this project at the application/participant level. (Required if first question "yes")</p> <p><b>Rebuild North Bay Foundation supports a region project-wide exemption of the AGI waiver requirement to further extend assistance to all producers and landowners located in high fire severity zones. With the flexibility to include as many landowners as possible, we can make sure that conservation actions are taking place where they will have the greatest impact on the resource issues. The exemption AGI waiver would also eliminate gaps in project coverage where we identify opportunities for contiguous projects.</b></p>
Other conservation flexibilities: Contracting Considerations	Document Flexibilities not captured elsewhere N/A
Other Conservation Innovations	<p>In circumstances where existing tools, methods, and flexibilities are insufficient to address project needs, a project may include negotiated conservation innovations.</p> <ul style="list-style-type: none"> <li>• Unusual uses of existing payment scenarios. For example, Documentation of an NRCS technical determination identifying a specific existing payment scenario that is most analogous to an innovative project- related activity that otherwise satisfies a practice standard but for which no obvious payment scenario is available.</li> <li>• Proposals for new or modified payment scenarios by practice,</li> <li>• Proposals for new interim practices,</li> <li>• Proposals for new tools for identification of eligible lands, assessment or ranking, or</li> <li>• Other directly related agreed-to items (e.g. simultaneous partner TA or FA awards to producers, etc.).</li> </ul> <p>Proposed innovations will be considered on a case-by-case basis and shall not be approved for use during initial project negotiations. Rather each proposed innovation will be evaluated once a signed PPA is in place.</p> <p>Factors NRCS may consider in reviewing proposed innovations include but are not limited to: potential impacts to anticipated conservation benefits; compatibility with existing technical and environmental analysis requirements; cost effectiveness of proposed innovations (particularly where compared to existing alternatives); demonstrated success of proposed methods elsewhere; provider and/or delivery method; potential impacts on project schedules; RCPP programmatic requirements; and, other federal requirements.</p>



	<p>Are there any proposed innovations to the Land Management Awards that have not already been discussed?</p> <p><b>no</b></p> <p>If Yes, Please describe them</p> <p><b>N/A</b></p>
--	--

## Section 1B – Technical Assistance (TA) Expectations for Land Management Activities

General Expectations. The principal role of the PPA agreement in general with respect to TA is to document expectations related to the division of the available TA into NRCS and partner TA pools as detailed in the negotiated Table of Deliverables. Though some movement between these pools (and financial assistance [FA] activity types) is allowable once PPA is in place, projects based on realistic expectations and carefully developed Tables of Deliverables will face fewer delays and complications.

Technical Assistance funding for supplemental agreements (Partner TA-I or PTA-I) may be budgeted only to support one or more eligible RCPP FA activities. NRCS will consider Partner TA-I requests in terms of ensuring that the limited TA-I available in this project is used appropriately to support implementation of FA activities. NRCS lead state shall be responsible for determining when, and under what terms, partner provided TA-I will be available.

Table 1B-1 documents common TA-I tasks associated with NRCS administration of Land Management related TA related project activities.

### **Table 1B-1: RCPP Land Management: Required and Typical TA Tasks**

#### **NRCS will retain TA-I for the following tasks:**

- Project and agreement management to include:
  - Developing and managing PPA with Lead Partner
    - Managing RCPP supplemental agreements
      - Third-party arrangements with non-lead partners
      - Other third-party arrangements (engineering, archaeologists, etc.)
- Land Management activity contract management to include:
  - Establishing software configurations
    - Processing and managing applications
    - Contracting activities
    - Contract life-cycle management activities
      - Contract reviews
      - Correspondence letters
      - Modifications

- Payments
  - Handling program appeals
- Inherently Governmental functions to include:
- Highly Erodible Land and Wetland (HEL/WC) compliance
    - Adjusted Gross Income (AGI) eligibility
    - Responsible Federal Official for environmental compliance activities
      - National Environmental Policy Act compliance
      - National Historic Preservation Act Section 106 (Section 106) consultations
      - Endangered Species Act (ESA) consultations

**Implementation TA (negotiable) - Additional TA tasks are commonly needed to support Land Management FA awards. These tasks are listed below. Where these tasks have not been completed by other means, including contributions or Conservation Technical Assistance (CTA) funding, TA-I may be used to support them.**

**Subject to NRCS determination that the TA-I retained for the tasks listed above, and for NRCS use generally, is adequate to support NRCS delivery of RCPP FA, TA-I for delivery of the tasks below may be negotiated and budgeted to support supplemental agreement negotiations. TA-I supplemental agreement negotiations are subject to additional statutory and programmatic considerations.**

**TA tasks identified below must be performed by appropriately trained and qualified individual(s), as determined by NRCS. As a result, these TA tasks will typically be completed by NRCS staff familiar with agency policies and processes. RCPP funding is not available for training partners to complete these activities; therefore unless NRCS opts to use a supplemental agreement to acquire services from qualified partner(s), the limited RCPP funding available in the project will be not be budgeted for supplemental agreements:**

- Steps 1 and 2 – identify resource concerns and opportunities, determine objectives;
  - Landowner interview
    - Initial site visits and assessment
- Steps 3 and 4 – inventory resources and analyze resource data;
  - Additional site visits
    - Documenting resource concerns
    - Preparing maps
    - Database research
    - Perform assessments using the appropriate business tools
- Step 5 and 6 – formulate and evaluate alternatives;
  - Prepare preliminary designs

- Prepare proposed conservation plan
  - Conduct additional applicant interviews
  - Conduct additional site visits
- Step 7- make decisions;
- Document applicant decisions
    - Assess any Land Management activity applications
    - Digitize plan
    - Final conservation plan
    - Final maps
    - Select Land Management activity applications
    - Complete any Land Management contracting activities
- Step 8 – implement the plan;
- Planning
    - Uses must be directly related to installation or management of Land Management activities
      - Design
        - Site survey
        - Geologic investigations, test pits, and other geotechnical tests and software runs
        - Detailed analysis and Final Design
        - Job-sheets
        - Cost estimates
        - Engineering review
      - Installation
        - Site layout
        - Pre-construction meetings
        - On-site oversight
        - Evaluating changes/updating designs/processing modifications
      - Checkout
        - Documentation of installed/completed activities meeting NRCS standards
        - Processing payments
        - Finalize/Provide Operation and Maintenance Requirements
      - Support appropriate 900 series practice payments (in producer contracts)
- Step 9 – evaluate the plan;
- Follow-up visits for operation and maintenance
    - Evaluation, monitoring, and reporting
- Any post-project covered program land management contract support

Many of the activities listed above may be exceed the duration of the project agreement, at which point NRCS must reserve adequate TA to continue management of the activities after agreement expiration

**Table 1B-2:** Cross reference Table 2B-1 (above) and RCPP TA-I practice types (as included in Project Partner TA-I Deliverables) and use Table 2B-2 to document proposed TA-I activities, and the rationale for their inclusion in the project.

**Table 1B-2: RCPP Land Management, Partner Use TA-Implementation (TA-I)**

--	--

Description and rationale should cover each FA Land Management related RCPP TA practice type for which Partner TA-I funds are budgeted. Rationale may include, but are not limited to 1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or 2) expectation of partner ability to deliver standard NRCS TA at rates comparable with NRCS costs on an accelerated schedule. Describe the RCPP RT-Practice for which Partner- TAi funds are budgeted:

**RCPP TA-I practices listed below may be budgeted for partner TA-I in supplemental agreements. TA-I, Negotiated Pre-Application**

- Filling out 1200, explain eligibility TA-I, Negotiated Planning (Step 1-7)
- Steps 1 and 2: Landowner interview, initial site visits and assessment.
- Steps 3 and 4: Additional site visits, documenting resource concerns, preparing maps, database research, perform resource assessments (WEP, etc.) using appropriate business tools
- Steps 5 and 6: Prepare preliminary designs, prepare proposed conservation plan, conduct additional applicant interviews, conduct additional site visits.

**TA-I, Negotiated Installation (Step 8)**

- Step 8: Site layout, pre-installation meetings, onsite oversight.

**TA-I, Negotiated Checkout (Step 8)**

- Documentation of installed/completed practices to support NRCS certification process.

**TA-I, Negotiated Post-Application (Step 9)**

- Step 9: Follow-up visits for operation and maintenance; evaluation, monitoring, and reporting.

For a high-level summary, most Resource Conservation District (RCD) partners have at least one planner in-house who is qualified, can perform, and has the capacity to provide conservation technical assistance within the constructs of the TA-I steps delineated by NRCS. These efforts are offered not because there are known NRCS staffing and expertise limitations, but instead because partner RCDs have qualified staff to perform these tasks. Below is a breakdown, by partner, of their current capacity to provide TA-I and to what step in the planning process.

1. Lake County RCD intends to hire a Registered Professional Forester (RPF) to perform the following conservation planning steps: 1&2, Identify resource concerns and opportunities, determine objectives; 3&4, Inventory resources and analyze resource data; and, 5&6, Formulate and evaluate alternatives.
2. Colusa RCD intends to contract with a Technical Service Provider (TSP) to perform the following conservation planning steps: Steps 1&2, Identify resource concerns and opportunities, determine objectives; and, Steps 3&4, Inventory resources and analyze resource data.
3. Mendocino County RCD intends to hire a RPF to lead various projects within the organization, including RCPP, to perform the following conservation planning steps: Steps 1&2: Identify resource concerns and opportunities, determine objectives; and, Steps 3&4, Inventory resources and analyze resource data.
4. Napa County RCD has staff that is qualified to perform the following conservation planning steps: Steps 1&2: Identify resource concerns and opportunities, determine objectives; Steps 3&4, Inventory resources and analyze resource data; and, Steps 5&6, Formulate and evaluate alternatives.
5. Solano RCD has a staff that is qualified to perform the following conservation planning steps: Steps 1&2, Identify resource concerns and opportunities, determine objectives; Steps

TA Category

**3&4, Inventory resources and analyze resource data; and, Steps 5&6, Formulate and evaluate alternatives. 6. Yolo County RCD has staff that is qualified to perform the following conservation planning steps: Steps 1&2, Identify resource concerns and opportunities, determine objectives; Steps 3&4, Inventory resources and analyze resource data; and, Steps 5&6, Formulate and evaluate alternatives. 7. Sonoma RCD and Gold Ridge RCD share a RPF between the two organizations to support Sonoma County efforts and is qualified to perform the following conservation planning steps: Steps 1&2: Identify resource concerns and opportunities, determine objectives; Steps 3&4, Inventory resources and analyze resource data; and, Step 5&6, Formulate and evaluate alternatives.**

As noted in agreement terms and program guidance, the purpose of this table is to document project level negotiations on the availability or limits on TA-I within the project. Specific expectations for supplemental agreements will be negotiated independently based on available funding, project needs, partner qualifications, unit costs etc. and awards are solely at NRCS discretion independent of the budgets negotiated in the partnership agreement.

## Exhibit 6: Enhancement Technical Assistance Activity Expectations

### Section 6A TA expectations

This Exhibit 6 documents expectations to inform NRCS management of Partner Use Enhancement Technical Assistance (Partner TA-E). NRCS management of TA-E Awards is informed by project level expectations, award templates, supplemental agreement negotiations, program requirements, and related policy (including NRCS activity standards and other federal requirements such as standards of fiduciary responsibility, privacy laws, and environmental requirements).

TA-E expectations may be revisited and adjusted either during initial Program Partnership Agreement (PPA) negotiations or during the term of the PPA, where NRCS determines, after consultation with the lead partner, that revised expectations are consistent with program requirements and the project scope.

**Purpose:** This Exhibit documents negotiated project level expectations of for TA-E awards.

**Background:** NRCS will be managed according to RCPP policy, and processes developed for their negotiation and award. This process is designed to be flexible and to tie TA-E awards to purposes directly related to the RCPP project

**Purpose:** The following table documents project level expectations on the availability and/or limits on TA-E within the project. Each supplemental agreement will be negotiated and approved only if NRCS determines that such award is defensible based on agency assessment of applicable factors including by not limited to program authorities and policies, project scope and needs, available funding, participating partner qualifications, defensibility of proposed payment methodologies, etc. Supplemental agreement awards are not assured by deliverables, budgets or expectations documented in the partnership agreement.

### Section 6A Technical Assistance Expectations for Enhancement TA Activity Awards:

	<p>Provide a general basis for inclusion of each applicable TA-E item in this RCPP project. Rationales should support budgets and specific items in Programmatic Agreement and Supplemental Agreement Deliverables.</p> <p>Project Management</p>
--	---

**The Lead Agency, Rebuild NorthBay Foundation will manage the project management components required of the RCPP: management of PPA agreement with NRCS and supplemental agreements management with implementing partners, large-scale project coordination and operations, and finances under the responsibility of the Lead Partner (TA). In addition, RNBF will support the communications and coordination the Partners need to meet outcomes effectively and efficiently. Partners: - CLERC: Internal project management to develop strategies for enhancement activities: communication, outreach, education. - Colusa RCD: Internal project management to develop strategies for enhancement activities: communication, outreach, education. - MCRCD: Internal project management to develop strategies for enhancement activities: communication, outreach, education. - Napa RCD: Internal project management to develop strategies for enhancement activities: communication, outreach, education. Member of Steering Committee to make decisions on programmatic operations, goals, outcomes, deliverables. - Solano RCD: Internal project management to develop strategies for enhancement activities: communication, outreach, education. Member of Steering Committee to make decisions on programmatic operations, goals, outcomes, deliverables. - Yolo RCD: Internal project management to develop strategies for enhancement activities: communication, outreach, education. Member of Steering Committee to make decisions on programmatic operations, goals, outcomes, deliverables.**

#### Communication and Coordination

N/A

#### Outreach and Education

**RNBF will exercise its strong outreach skills and extensive network to connect with partner organizations that could further highlight this project. As the lead project manager, RNBF will also have the responsibility of strengthening ties among project partners and other stakeholders to maximize project efficiency. RNBF will make sure that all implementers are sharing best practices and resources via recurring coordination meetings and RNBF's secure project platforms. Partners: - CLERC: Implementer partners will make sure landowners within the regions they serve know that this opportunity is available to them through: website, social media, and word of mouth. This will also require the implementation of including inventories, analyses, and tools needed to inform outreach and track outreach metrics. - Colusa RCD: Implementer partners will make sure landowners within the regions they serve know that this opportunity is available to them through: website, social media, and word of mouth. This will also require the implementation of including inventories, analyses, and tools needed to inform outreach and track outreach metrics. - MCRCD: Implementer partners will make sure landowners within the regions they serve know that this opportunity is available to them through: website, social media, and word of mouth. This will also require the implementation of including inventories, analyses, and tools needed to inform outreach**

RCPP TA Practice Type

**and track outreach metrics. - Napa RCD: Implementer partners will make sure landowners within the regions they serve know that this opportunity is available to them through: website, social media, and word of mouth. This will also require the implementation of including inventories, analyses, and tools needed to inform outreach and track outreach metrics. - Solano RCD: Implementer partners will make sure landowners within the regions they serve know that this opportunity is available to them through: website, social media, and word of mouth. This will also require the implementation of including inventories, analyses, and tools needed to inform outreach and track outreach metrics. - Yolo RCD: Implementer partners will make sure landowners within the regions they serve know that this opportunity is available to them through: website, social media, and word of mouth. This will also require the implementation of including inventories, analyses, and tools needed to inform outreach and track outreach metrics.**

#### Defined Outcome Assessment

**RNBF will lead metrics tracking and necessary and required reporting on project outcomes. Will participate in the development and calculation of quantifiable outcomes related to the project. Partners: - CLERC: Will lead their internal lead tracking and share data as part of the collective reporting on project outcomes. - Colusa RCD: Will lead their internal lead tracking and share data as part of the collective reporting on project outcomes. - MCRCD: Will lead their internal lead tracking and share data as part of the collective reporting on project outcomes. - Napa RCD: Will lead their internal lead tracking and share data as part of the collective reporting on project outcomes. Will participate in the development and calculation of quantifiable outcomes related to the project. - Solano RCD: Will lead their internal lead tracking and share data as part of the collective reporting on project outcomes. - Yolo RCD: Will lead their internal lead tracking and share data as part of the collective reporting on project outcomes. Will participate in the development and calculation of quantifiable outcomes related to the project.**

#### Conservation Innovation

**N/A**

#### Other Eligible Purposes

**N/A**





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

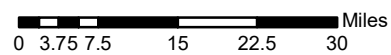
## BUILDING FIRE RESILIENCY IN CALIFORNIA'S COAST RANGE FORESTS AND GRASSLANDS

This map is for informational purposes only. It depicts publicly available data and must be considered with on-the-ground conditions and more accurate site-specific data that may exist. No liability is assumed for the accuracy of the information or data displayed.

Map Date: August 31, 2021



1 inch : 18 miles



## **Attachment D: Confidentiality Agreement**

**Introduction:** NRCS, partners, and participating producers (including landowners) have expectations with respect to privacy and information sharing related to RCPP projects. Ultimately however, NRCS retains responsibility and authority to ensure that producer information is only shared when adequate measures are in place to ensure compliance with applicable Federal privacy laws.

### **Attachment D Overview: Confidentiality Agreement Requirements**

All RCPP projects include information sharing, and most include some sharing of protected producer information as outlined in section D1 below (and discussed in greater detail in section D2). All RCPP partnership agreements must include an executed Privacy Agreement (see section D2) to safeguard protected producer information, unless NRCS provides a waiver to this requirement (see section D3).

### **Intended Uses of this document:**

This document is the confidentiality agreement template and only contains sections D1 and D2; it is to be used to support projects with lead partners prepared to execute a standard confidentiality agreement (without any edits to this template) or in projects where lead partner is requesting specific variance(s) from the standard confidentiality agreement language. If instead a waiver to confidentiality agreement requirements will be utilized with or without producer release forms, and more limited information sharing, please use the waiver template instead.

**D1. Information Sharing in this Project:**

Typical information sharing needs associated with RCPP projects are outlined below, and further informed by specific responsibilities of parties to this agreement, including but not limited to project deliverables, outcomes and reporting responsibilities documented in the programmatic agreement and associated attachments and exhibits.

**Partner to Provide** Information to NRCS consistent with terms of the programmatic partnership agreement:

Partner(s) shall provide the following information to support this project:

- ✓ Detailed data on partner contributions adequately documenting completion of contribution deliverables as determined by NRCS. Documentation requirements shall include elements included in contribution deliverables as well as supporting information such as names and locations of benefitted producers as determined necessary by NRCS.
- ✓ Other reporting requirements and outcomes analysis as outlined elsewhere in this agreement (see Attachments C and E respectively).

Additionally, where supported by executed Privacy Agreement(s) from the Partner(s) and/or voluntarily executed written producer release(s) from affected producer(s), Partner(s) may collect protected producer information including to support producer applications for RCPP assistance or other project purposes. Information collected under this provision shall be limited to items needed to support the project:

- Complete contact and locational information for potential program (producer) participants, applicants and/or producer contract holders
- Applicable application data received from applicants
- Applicable contract data related to producer participants
- Plan and or Resource Inventory information of potential or actual participants

**NRCS to provide Information** to Partner consistent with terms of the programmatic partnership agreement:

NRCS shall provide the following information to support this project:

- ✓ aggregated and or non-protected producer application and award data for producer contract and supplemental agreements to support partner analysis responsibilities in this RCPP project
- ✓ annual reports on NRCS technical assistance expenditures.

**Additionally**, where supported by executed Privacy Agreement(s) from the Partner(s) and/or voluntarily executed written producer release(s) from affected producer(s), NRCS may provide protected privacy information including those items listed below. Information shared under this provision shall be limited to items needed to support the project:

- Complete contact and locational information for potential program (producer) participants, applicants and/or producer contract holders
- Applicable application data received from applicants
- Applicable contract data related to producer participants
- Plan and or Resource Inventory information of potential or actual participants

## **D2. Section 1619 Agreement**

### **I. Purpose**

- a. The Programmatic Partnership Agreement to which this 1619 Section Agreement (Part D2) is attached is an agreement to provide *technical and financial* assistance under the Regional Conservation Partnership Program.
- b. To provide this assistance, the agency has determined that Lead Partner requires access to information provided by one or more agricultural producers or owners of agricultural land, or related geospatial information, (“protected information”) as described in subsection (b)(2) of Sec. 1619 of the Food, Conservation and Energy Act of 2008, (7 U.S.C. § 8791) (Sec. 1619). When adopted and in force, Part D2 authorizes disclosure of such information as necessary to provide such assistance by Lead Partner, as a cooperating entity with a USDA program.

### **II. Description of Assistance to be provided under USDA program**

- a. The cooperating entity will assist in the delivery of the identified program(s) as described in the Programmatic Partnership Agreement and related attachments, including but not limited to the Table of Deliverables and Section D1 (above) of this attachment.

### **III. Description of Information Required to Provide Assistance**

- a. The parties agree that disclosure of the following protected information to the cooperating entity may be necessary to adequately and efficiently provide the assistance described in the Programmatic Partnership Agreement and related attachments, including but not limited to the Table of Deliverables and Section D1 (above) of this attachment.

### **IV. Use of the Protected Information**

- a. The cooperating entity will use the protected information as follows: to support delivery of RCPP assistance to interested producers, applications or RCPP awardees (including producer and supplemental agreement holders).

### **V. Requirements for Authorized Disclosure of Protected Information to Cooperating Entity**

- a. USDA is prohibited from releasing protected information by Sec. 1619, unless permitted to disclose as provided in subparagraphs (b)(3) and (4). Specifically, subparagraph (b)(3)(A) describes the circumstances under which the disclosure of protected information is permitted to a person or agency working in cooperation with the USDA. Compliance with the terms of this MOU supports the determination that the cooperating entity meets the requirements of this

statute. If applicable, it has also been determined that release of this information is authorized as a routine use under the applicable agency System of Records Notice.

## **VI. System of Records Routine Use**

a. If the information is maintained in a system of records as defined under the Privacy Act, it may only be shared as provided in 5 U.S.C. 552a(b). Typically, this requires that the information be covered by a routine use described in the applicable System of Records Notice (SORN) for the system of records. NRCS maintains producer records in Landowner, Operator, Producer, Cooperator, or Participant Files in field offices and various software platforms (including but not limited to Conservation Desktop, Protracts, and the National Easement Staging Tool (NEST)); these records may be shared per terms of this Part as required to support RCPP project implementation.

## **VII. Responsibilities**

a. The agency agrees to:

1. Provide the protected data that has been approved for disclosure under Part D2 and the associated agreement, as described above, or authorize the collection of such information directly from the producer or owner of agricultural land; and
2. Deliver protected data to the cooperating entity in a timely and efficient manner.

b. The cooperating entity agrees:

1. Not to disclose the protected information described above to anyone—

A. not covered by this agreement; and

B. providing technical or financial assistance under a USDA program, except as provided below.

2. To use the protected data only to perform work that is directly connected to providing *technical and financial* assistance with respect to this RCPP Project. Use of the protected data to perform work that is not directly connected to the Regional Conservation Partnership Program (RCPP) is expressly prohibited.

3. Not to transfer protected information to any other individual or organization that is not directly covered by this MOU.

4. To internally restrict access to the protected data to only those individuals within the organization that have a demonstrated need to know the protected data in order to perform work on the this RCPP project.



5. To notify about their obligation to abide by the terms of this MOU:

A. all current members or staff of the organization who will have access to the protected data prior to providing such access;

B. any new member or staff of the organization if that individual will be provided access to the protected data; and

C. all members or staff with access to the protected data at least twice annually to remind them of this continuing obligation.

c. The cooperating entity acknowledges the following binding restrictions:

1. Data provided in support of Part D2 is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes including the Privacy Act of 1974 (5 U.S.C. 552a - as amended), the Freedom of Information Act (5 U.S.C. § 552 - as amended), Section 1244 of the Food Security Act of 1985 (16 U.S.C. 3844), and Section 1619 of the Food, Conservation and Energy Act of 2008 (7 U.S.C. 8791).

2. Unauthorized use/unauthorized disclosure of the protected data may be a violation of applicable Federal statutes. The cooperating entity may be held contractually, administratively, civilly, and/or criminally liable if the cooperating entity discloses the protected data in violation of the applicable Federal statutes.

3. The provisions in Sec. 1619 are continuing obligations. Even when *Lead Partner* is no longer a cooperating entity, (whether through expiration or termination of the agreement) or when individuals currently affiliated with the cooperating entity leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Sec. 1619.

4. Protected information provided under this agreement cannot be released under any state law or at the order of any state official or court, including under the state's "sunshine law," "open records act," and/or version of the Freedom of Information Act. If at the time of this MOU, or at any subsequent time, any state law is interpreted to be inconsistent with this requirement, or any state official orders the release of protected information under this MOU, the cooperating entity will immediately notify the agency.

### **VIII. Amendments**

a. This agreement may be amended at any time by the mutual written agreement of the parties.

### **IX. Termination and Expiration**

a. Effective Period

1. Part D2 will be in effect on the date of the final signature and shall continue until the end of the Programmatic Partnership Agreement to which is it attached.
2. Part D2 will be reviewed each year until the expiration date of the Programmatic Partnership Agreement.
3. Should the need for this agreement continue beyond the identified effective period, this agreement shall be reviewed, updated as necessary, and revalidated prior to the identified expiration date. The extension of this agreement shall be documented in an appropriate addendum or new privacy agreement that is signed by both parties.

b. This Agreement may be terminated:

1. Immediately by the agency if:

- A. it believes that the cooperating entity has disclosed protected data in violation of Sec. 1619;
- B. it believes that the cooperating entity has used the protected data for any purpose that is not directly connected to the (replace with the name of the USDA program); or
- C. the cooperating entity is no longer a USDA Cooperator requiring access to data protected by Sec. 1619.

2. Immediately at the request of the cooperating entity. If possible, notice of at least thirty calendar days shall be provided to the agency prior to the date of termination for the Memorandum.

3. At any time by the mutual written agreement of the agency and the cooperating entity or independently by the agency or the cooperating entity with a 30 calendar day written notice between both parties.

If this agreement is terminated, potential impacts to RCPP projects will be evaluated and NRCS will work collaboratively with Lead Partner to maintain viability of this partnership agreement to which Part D2 is attached, guided by RCPP policy and terms of Part D as a whole.

c. Use of the protected data for any purpose is expressly prohibited when the cooperating entity is no longer a cooperating entity. When Lead Partner is no longer a cooperating entity, any protected data provided under this MOU must be immediately destroyed. Lead Partner shall provide to the agency written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.



**Signature of the cooperating entity and the Date Signed**

Name, Title	Date

**Signature of the *Natural Resources Conservation Service* Approving Official and the Date Sign**

**After reviewing this agreement, I have determined that the protected information will not be subsequently disclosed, and that it meets the requirements for an authorized disclosure under Section 1619 of the Food, Conservation and Energy Act of 2008.**

Name, Title	Date

**If any variance from template above is requested, USDA FPAC Privacy Officer Signature is required.**

**Signature of the Farm Production and Conservation Privacy Officer and the Date Signed**

Name, Title	Date

7 U.S.C. § 8791 of the Food, Conservation and Energy Act of 2008

**Section 1619 (7 U.S. C. § 8791). INFORMATION GATHERING.**

(a) **GEOSPATIAL SYSTEMS.**—The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) **LIMITATION ON DISCLOSURES.**—

(1) **DEFINITION OF AGRICULTURAL OPERATION.**—In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) **PROHIBITION.**—Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) **AUTHORIZED DISCLOSURES.**—

(A) **LIMITED RELEASE OF INFORMATION.**—If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

(i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or

(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity

# Attachment C – RCPP Reporting Requirements

Annually the lead partner will submit a report in the RCPP Portal with notable highlights and progress on delivering conservation outcomes outlined in the PPA. It will include at a minimum the following:

## Project Progress

- Cumulative and annual progress on each NRCS funded deliverable included in the PPA. Provided in either dollars expended or percentage of deliverable completed.
- Cumulative and annual progress on each Partner Contribution included in the PPA. Provided in either dollars spent or percentage of deliverable completed.
- Narrative explaining any why either deliverables or contributions were not delivered on time (if applicable).

## Outcomes

- Provide an update on Environmental Outcomes for each natural resource concern included in the PPA.
  - Baseline (before condition)
  - After Condition
  - Quantitative Outcomes/Benefits
  - Method (i.e. modeled estimate, field result, survey result, monitoring, scientific study)
  - Source/Expert for Method
- Optional – Provide an update for any economic or social outcomes using the same fields above.

## Success Metrics

- Provide, with assistance from the lead NRCS state office, the number of contracts/supplemental agreements by activity type and the number of supplemental agreements to provide technical assistance.
- Provide the number of producers/landowners reached by partner-led activities in the following categories.

Outreach Activities	
Producers Contacted through Outreach	
Beginning Farmers/Ranchers Enrolled	
Historically Underserved Farmers/Ranchers Enrolled	
Veteran Farmers/Ranchers Enrolled	

- For Critical Conservation Areas only – Describe how this project has made progress in addressing the priority resource concerns of the CCA? This should include a discussion of any measured environmental outcomes and how they related to the CCA priority resource concerns.

## Sample Table for Outcomes Reporting

Natural resource concern	Baseline (“before” condition) / qualitative or a visual assessment if quantitative not available	“After” condition or Qualitative/descriptive outcomes	Quantitative outcomes /benefits	Method [choice list: Modeled estimated; field result; survey result; monitoring; scientific study]	Source/expert
Example: Water quality			Pounds of nitrogen  Pounds of phosphorous;  Pounds of sediment;	Modeled estimate	SWAT
Example: Wildlife habitat			### NE Cottontail population improvement	Scientific estimate	peer-reviewed expert (insert reference)

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT  
AGREEMENT NO. 2022023**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 1<sup>st</sup> day of August, 2022, by and between the NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as "NCRCD," and Dogwood Springs Forestry, whose business address is 3461 Burnette Way, Ukiah, CA 95482, hereinafter referred to as "Contractor."

**RECITALS**

**WHEREAS**, NCRCD is authorized by Public Resources Code section 9408 to enter into agreements with federal or state agencies to receive funds, and to enter into agreements to cooperatively expend funds, in furtherance of NCRCD purposes; and

**WHEREAS**, NCRCD and the State of California State Coastal Conservancy, hereinafter referred to as "SCC", entered into a Wildfire Resilience on Napa County Protected Lands Grant Agreement No. 20-115 (hereinafter referred to as "SCC Agreement") to support forest management planning and vegetation management across four properties in Napa County, including the Suskol Intertribal Council's Suskol House Land (hereinafter referred to as "Suskol House"); and

**WHEREAS**, NCRCD and the California Department of Conservation, hereinafter referred to as "Department," entered into Regional Forest and Fire Capacity Grant Program Agreement No. 3020-1005, hereinafter referred to as "RFFC Agreement," for the purpose of increasing regional capacity to prioritize, develop, and implement projects to improve forest health and fire resilience and increase carbon sequestration in forests in Colusa, Lake, Napa, Solano, and Yolo Counties for the "Regional Forest and Fire Capacity Grant Program," hereinafter referred to as "RFFC Program;" and

**WHEREAS**, NCRCD has begun developing a Forest Management Plan (hereinafter referred to as "FMP") for the 16 acres on Suskol House Land prior to implementation of vegetation management activities; and

**WHEREAS**, NCRCD wishes to obtain specialized services from CONTRACTOR to support the completion of the Suskol House FMP.

**TERMS**

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

1. **Term of the Agreement.** The term of this Agreement shall commence on August 1, 2022, and shall expire on December 31, 2023, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NCRCD shall also continue after said expiration date or early termination in relation

to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention).

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

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FIVE THOUSAND DOLLARS (\$5,000.00) for professional services 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) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NCRCD of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the NCRCD Office Manager (i.e., Anna Mattinson, [Anna@NapaRCD.org](mailto:Anna@NapaRCD.org), 707-690-3110) who, after review and approval as to form and content, shall submit the invoice to the NCRCD Executive Director or Board of Directors for approval and to the Napa County Auditor for payment. NCRCD will provide payment to CONTRACTOR no later than 30 days after NCRCD receives payment from Department.

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

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

in addition to any other rights or remedies which NCRCD may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

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

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

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

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

(2) Professional Liability/Errors and Omissions. Professional liability or errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased, and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NCRCD's Executive Director, demonstrated by other evidence of coverage acceptable to NCRCD's Risk Manager, which shall be filed by CONTRACTOR with NCRCD prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its NCRCD Agreement number; shall be kept current during the term of this Agreement; shall provide that NCRCD shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NCRCD, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NCRCD shall pertain only to liability

for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NCRCD with respect to any insurance or self-insurance programs maintained by NCRCD. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NCRCD's District Administrator, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation, General Liability, and Professional Liability insurance requirements set forth in this Paragraph 7.

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

(a) In General. To the full extent permitted by law, CONTRACTOR and NCRCD shall each defend, indemnify, and hold harmless each other as well as their respective officers, agents, and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death), or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or other contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records, or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in



Paragraph 13 (Notices). NCRCD hereby authorizes the NCRCD Executive Director to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of NCRCD for cause.

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

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

(a) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, the property of both NCRCD and CONTRACTOR. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law and only NCRCD shall be entitled to claim or apply for the copyright or patent thereof.

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

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

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person, by email, or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NCRCD

Lucas Patzek, Executive Director  
1303 Jefferson St., Ste. 500B  
Napa, CA 94559  
[lucas@naparcd.org](mailto:lucas@naparcd.org)  
707-690-3119

CONTRACTOR

John Nickerson, Owner  
Dogwood Springs Forestry  
3461 Burnette Way  
Ukiah, CA 95482  
707-489-2443

[dogwoodspringsforestry@gmail.com](mailto:dogwoodspringsforestry@gmail.com)

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

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

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

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

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

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

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR, which relates to NCRCD’s past, present, and future activities, as well as activities under this Agreement. CONTRACTOR, to the extent provided by law, shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NCRCD, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NCRCD all written and descriptive matter that contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR’s work product if such product has been made available to the public by NCRCD.

16. **No Assignments or Subcontracts.**

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

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

approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only NCRCD, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

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

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

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

(a) **Non-Discrimination.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5), and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

(b) **Documentation of Right to Work.** CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form

1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NCRCD for inspection.

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

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

21. **Access to Records/Retention.** NCRCD, any federal 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 CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NCRCD makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

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

23. **Conflict of Interest.**

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

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

By authorizing its President to execute this Agreement on its behalf, NCRCD's Board of Directors and Executive Director hereby determine in writing on behalf of NCRCD that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

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

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

26. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

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

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

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

“CONTRACTOR” DOGWOOD SPRINGS FORESTRY

By: John F Nickerson Date: September 14, 2022  
JOHN NICKERSON, Owner

“NCRCD” NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a special district of the State of California

By: Lucas Patzek Date: 9/19/2022  
LUCAS PATZEK, Executive Director

APPROVED AS TO FORM  
RCD Legal Counsel  
By: /s/ Wendy M. Dau  
Deputy County Counsel  
Date: Aug. 26, 2022

## **EXHIBIT "A"**

### **SCOPE OF WORK**

CONTRACTOR shall provide NCRCD with the following services:

#### **I. SCOPE OF WORK.**

NCRCD is supporting the development of a Forest Management Plan (FMP) for Suscol Intertribal Council's 16 acre property, the Suskol House Land, and supporting implementation of vegetation management activities, per the terms of the SCC Agreement. The Suskol House FMP is already in progress, with some initial maps and conversations with the landowner regarding management objectives underway. CONTRACTOR is being brought on to complete the FMP.

CONTRACTOR shall lead the completion of the Suskol House FMP and preparation for implementation of vegetation management activities, including two specific tasks: (1) FMP Development, and (2) Implementation Specification Development (together, the "Project"). CONTRACTOR shall keep NCRCD abreast of task progress, will ensure in progress materials are accessible via a shared drive (i.e., Sharepoint or other agreed upon platform), and will ensure that NCRCD is included in all communications with the Suscol Intertribal Council.

#### **Task 1: Suskol House FMP Development**

CONTRACTOR will complete the Suskol House FMP, which is currently in progress. CONTRACTOR will adhere to the existing LandSmart FMP template, and will ensure that all sections have been completed in full and to the standards of the California Cooperative Forest Management Plan. Completing the Suskol House FMP may require conducting site visit(s) in collaboration with NCRCD staff, having meetings with the Suscol Intertribal Council in collaboration with NCRCD staff to align on management objectives and gather other information needed from the landowner to complete the FMP, conducting additional surveys as needed, preparing maps, conducting database queries, writing narrative, etc.

#### **Task 2: Implementation Specification Development**

CONTRACTOR will prepare Implementation Specification documentation for the vegetation management activities to be conducted at Suskol House Land, funded by the SCC Agreement. This task will involve creating Implementation Specification documentation that provides guidelines and parameters for implementing the subset of practices included in the management plan that will be carried out under the SCC Agreement. This may require conducting site visit(s) in collaboration with NCRCD staff and/or speaking with the consultant doing the vegetation management implementation to ensure adequate detail is included in the implementation specifications.

**II. PROJECT SCHEDULE.**

Table 2-1 provides an estimated project timeline. Project tasks will occur in parallel as appropriate. This timeline may be extended based on availability of Suscol Intertribal Council for site visits and/or discussions of management objectives.

Table 2-1. Proposed Schedule

Task 1 – Plan Development	60 days
Task 2 – Implementation Specification Development	15 days

**III. DELIVERABLES.**

CONTRACTOR will provide NCRCD with the following deliverables: Digital copy of complete FMP for the Suskol House Land, including all relevant supporting files (e.g. maps, appendices, etc.). Digital copy of Implementation Specifications. Digital copy of any template materials (e.g., Implementation Specifications) developed.

**IV. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.**

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



## **EXHIBIT "B"**

### **BUDGET**

The total payment for services and expenses under this Agreement shall not exceed \$5,000.00. The cost estimate to complete this scope of work is \$5,000.00. Expenses may include labor (billed at an hourly rate) and vehicle mileage reimbursement, as well as other Project specific expenses for which CONTRACTOR receives pre-approval from NCRCD.

Vehicle mileage associated with the Project may be billed at the State's current mileage rate for the year. Current rates can be viewed at the following website link:

<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

September 9<sup>th</sup>, 2022

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

**Re: Agreement for Professional Services**

Dear Lucas:

Thank you for selecting BDO-FMA, LLC (“BDO FMA”). We appreciate the opportunity to provide exceptional professional services to Napa County Resource Conservation District (“Client” or “you”). Your services will be provided by BDO FMA, or BDO FMA’s parent or any of our wholly owned subsidiaries or affiliates (collectively “BDO” or “we”) who execute a Statement of Work agreeing to be bound to the Terms and Conditions (as defined below).


The attached Terms and Conditions of the Master Services Agreement (“Terms and Conditions”) sets forth the standard terms and conditions that will govern our provision of professional services to you. For each new engagement or additional service that BDO performs for you, BDO and Client shall agree upon a description of such services and engagement-specific terms in a Statement of Work (each a “SOW”). This letter, along with the Terms and Conditions shall constitute the agreement for professional services (“Agreement”) between BDO and Client. This Agreement shall be effective for a period of 3 years beginning on the date of this letter (the “Effective Date”). Work not set forth in a specific SOW form will (i) be governed by this Agreement, (ii) be billed at our standard rates, or rates otherwise agreed to, and (iii) include charges for related expenses.

Please acknowledge your acceptance of the foregoing by signing and returning a copy of this Agreement.

If you have any questions, please contact Dipty Jain at [dipty.jain@bdo.com](mailto:dipty.jain@bdo.com). We look forward to working with you.

Very truly yours,

**BDO-FMA, LLC**

By:   
Name: Dipty Jain

The Data Privacy Policy for BDO USA, LLP and its subsidiaries is located at <https://www.bdo.com/legal-privacy/client-data-privacy-policy>. If you have questions about this Privacy Policy, please contact us at [privacy@bdo.com](mailto:privacy@bdo.com).

**BDO USA, LLP**  
**Terms & Conditions of the Master Services Agreement**

1. **General.** This Agreement will apply to all services BDO performs at Client's request and pursuant to the Client's directions (the "Services") even if such Services are not expressly covered by a SOW. To the extent there is any conflict or inconsistency between the Agreement and any SOW and, unless the parties specifically state in writing that they intend to modify a term of this Agreement, the terms of this Agreement shall prevail.

2. **Termination.** Each party shall have the right to terminate this Agreement and/or any SOW, as applicable, at any time by giving written notice to the other party not less than 30 business days before the proposed effective date of termination. If this Agreement terminates or is terminated while one or more SOWs (or Services not covered by a SOW) remain outstanding, the terms of this Agreement shall continue to apply to the SOW and any other outstanding Services, and this Agreement shall be deemed finally terminated only upon termination of all outstanding SOWs, or completion of the Services thereunder. Termination of one or more SOWs will not automatically terminate this Agreement. In addition, BDO may terminate this Agreement and/or any SOW and outstanding Services immediately if BDO reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises). Those provisions in this Agreement and any SOW hereunder that, by their very nature, are intended to survive termination shall survive after the termination of this Agreement or any SOW, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation.

If this Agreement and/or any SOW is terminated (or any other Services not covered by a SOW are terminated), Client agrees to compensate BDO for the Services performed

and expenses incurred through the effective date of termination. To the extent Client terminates any SOW that includes any licensing arrangements under which Client receives from BDO a license to use, or obtain access to, External Computing Options (as defined below), Client agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options through and including the date that is thirty days after date the Client provides such termination notice to BDO.

3. **Indemnification and Limitation of Liability.** As the Services are intended for Client and not third parties, Client agrees to release, indemnify and hold harmless BDO and its partners, principals, employees, affiliates, contractors and agents (collectively "BDO Group") from and against all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this Agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party. Client further agrees to release, indemnify and hold harmless BDO Group from all Claims relating to the Services or this Agreement attributable to any misrepresentations made by Client. Except to the extent finally determined to have resulted from BDO Group's fraud or intentional misconduct, BDO Group's aggregate liability to Client for all direct or third-party Claims shall not exceed the amount of fees paid by Client to BDO during the 12 months preceding the date of the Claim pursuant to the applicable SOW or such other work performed outside a SOW, under which the Claim arose. In no event shall BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to the Agreement, regardless of whether BDO has been advised of the possibility of such damages. Client shall bring any Claims related to the Services or otherwise related to this Agreement no later than one year after (i)

the completion of the Services set forth in SOW under which the Claims arose or (ii) if the applicable SOW or this Agreement was terminated prior to completion of the Services, the date the applicable SOW or this Agreement was terminated. In no event shall the preceding sentence extend any otherwise legally applicable period of limitations on such Claims.

4. **Third-Parties and Use.** All Services and deliverables hereunder shall be solely for Client's use and benefit pursuant to our client relationship. This engagement does not create privity between BDO and any person or party other than Client and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of BDO hereunder.

5. **BDO Responsibilities.** BDO's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. BDO shall have no responsibility to address any legal matters or questions of law. After completion of the Services, BDO will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless Client separately engages BDO in writing to do so.

6. **Client Responsibilities.** For BDO to remain independent, professional standards require BDO to maintain certain respective roles and relationships with Client regarding the Services. Client understands and agrees that BDO will not perform management functions or make management decisions on behalf of Client. However, BDO will provide advice and recommendations to assist management of Client in performing its functions and fulfilling its responsibilities. In connection with BDO's provision of Services, Client agrees that Client shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; (b) assign an individual

who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services.

Because professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Client in the performance of our Services, any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, BDO requests that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

7. **Client Materials.** BDO shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of Client, its personnel, representatives, and agents (the "Client Materials") are complete and accurate. Client is responsible for ensuring that all Client Materials provided to BDO may be transferred to BDO and processed in accordance with the terms of this Agreement and applicable laws, and that to the extent required thereunder Client has obtained all consents required for BDO's receipt and use of the Client Materials. Client agrees that it will not transmit or make accessible to BDO in any manner personally identifiable information unless reasonably required for BDO's performance of the Services. BDO will not audit or otherwise verify the accuracy or completeness of the data you submit, although we may need to ask you for clarification of some of the information. Client shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, BDO shall not assume any responsibility for any financial reporting with respect to the Services.

8. **Ownership of Working Papers.** In connection with the performance of the Services, we will prepare records and deliverables as set forth in the SOW. We also

will prepare documents that support our work and include items such as work programs and analyses that do not constitute part of Client's records ("Working Papers"). The Working Papers prepared pursuant to this Agreement are the property of BDO. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by BDO in accordance with our policies and procedures and all applicable laws.

**9. Consent for Disclosure.** If BDO is engaged in the preparation of tax returns, Internal Revenue Code Sections 6713 and 7216 require BDO to obtain your consent before using or disclosing information that you furnish to us in connection with the preparation of your return(s).

You hereby consent to BDO's use of Client's information for the purpose of providing you with materials and information, including newsletters or other business-related items of interest, news about BDO, and invitations to BDO-sponsored events.

You also consent to BDO's disclosure of Client's information to entities owned in whole or in part by BDO ("Affiliates"), members of the BDO Alliance USA (a nationwide association of independently-owned local and regional accounting, consulting and service firms, ("Alliance Firms"), independent member firms of the international BDO network ("Member Firms"), and independent contractors, including but not limited to parties who render auxiliary services ("Contractors" and, together with Affiliates, Alliance Firms and Member Firms, collectively, "Third-Party Service Providers") for the purpose of assisting BDO in preparing Client's tax returns and/or rendering other services requested by Client. You consent to disclosure of Client's information to Third-Party Service Providers outside the United States and consent to the participation of Third-Party Service Providers in making substantive determinations affecting the tax liability reported by Client. This consent applies to all information required to be included in tax returns prepared pursuant to

this Agreement and all tax return information relevant to the services provided pursuant to this Agreement unless you request a more limited disclosure in writing sent to taxdisclosure@bdo.com. Unless limited or revoked in writing, the duration of this consent is the same as the term of this Agreement. BDO will not condition its services on your consent except where BDO seeks to disclose Client's tax return information to a Third-Party Service Provider for purposes of performing services related to preparation of Client's tax return.

**10. Fees and Expenses.** The fees and expenses under this Agreement shall be set forth in the applicable SOW. If no SOW is in place, fees will be at our standard rates, or rates otherwise agreed to, and related expenses will be charged to Client. BDO may charge additional fees if Client requests that BDO perform services in addition to the Services described in any SOW. The amount of our fees is based upon the expectation that certain information and assistance will be received by BDO in a timely manner from Client as set forth in this Agreement. If BDO believes an additional fee is required as the result of the failure of Client to meet any of these requests for information or for any other reason, BDO will inform you in a timely manner.

Unless otherwise agreed to in a SOW, our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, we then reserve the right to suspend our Services, terminate the licensing arrangements under which you receive a license to use, or suspend your access to, External Computing Options provided through BDO, withhold delivery of any deliverables, or withdraw from this engagement entirely. If any collection action is required, you agree to reimburse us for all

our costs of collection, including without limitation, attorneys' fees.

**11. Assignment and Sole Recourse.** In performing the Services hereunder, BDO may assign its rights to perform a portion of the Services to, and may engage, the service of Third-Party Service Providers. If a Third-Party Service Provider is utilized or assignment is made, Client agrees that, unless Client contracts directly with the Third-Party Service Provider, substantially all of the applicable terms and conditions set forth in the Agreement, shall apply to the Third-Party Service Provider. BDO agrees that it shall not permit the Third-Party Service Provider to perform any work relating to the Services until the Third-Party Service Provider agrees to be bound by the applicable terms and conditions of the Agreement. BDO further agrees that it will remain primarily responsible for the Services, unless Client and BDO agree otherwise, and BDO will ensure that the work of the Third-Party Service Provider is performed in accordance with this Agreement. Although applicable privacy laws may vary depending on the jurisdiction and may provide less or different protection than those of Client's home country, BDO requires Third-Party Service Providers to agree to maintain the confidentiality of Client's information and observe BDO's policies concerning any confidential client information that BDO provides to Third-Party Service Providers. To the extent you have any Claims against a Member Firm that is a Third Party Service Provider in any way arising from, in respect of or in connection with the Services or this Agreement, you agree that you shall bring such Claim(s) against BDO instead of such Member Firm, except to the extent finally judicially determined to have resulted from the fraud or intentional misconduct of such Member Firm. A Member Firm may enforce any limitations or exclusions of liability available to BDO under this Agreement.

Without our prior written consent, Client may not assign this Agreement except to a party

that acquires substantially all of your assets and operations.

**12. Dispute Resolution.** Any dispute or claim between you and BDO arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud or claims based in whole or in part on any other common-law, statutory, regulatory, legal or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of

arbitration shall be the city in which the BDO office providing the majority of the Services involved is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the Agreement shall be governed by the provisions of the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflict of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to the Agreement.

The parties to the Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

**13. Conflicts of Interest.** BDO is not aware of any conflicts of interest with respect to any of the names Client has provided. BDO is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform Client promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or

become known to us. Additionally, our engagement by Client will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, BDO shall be permitted to disclose that it is engaged to provide the Services to Client under this Agreement if BDO in its reasonable professional judgment determines that such disclosure is required in connection with BDO's provision of services on behalf of other clients of BDO, including, without limitation, professional services engagements under which BDO personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses.

**14. Power and Authority.** Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

**15. Subpoenas.** If Client requests BDO to object to or respond to, or BDO receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with Client, you agree to compensate us for all time BDO expends in connection with such response, at our standard rates, and to reimburse BDO for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

**16. Email Communications.** BDO disclaims and waives, and the Client releases BDO from all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or

received by BDO in connection with the performance of the Services.

17. **External Computing Options.** If, at the Client's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the Client acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO Group disclaims, and the Client agrees to release BDO Group from, and indemnify BDO Group for, all liability arising out of or related to the use of such External Computing Options.

18. **Electronic Transmissions.** This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

19. **Severability.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

20. **Independent Contractor.** BDO is providing the Services to Client as an independent contractor bound by the terms hereof to perform the Services pursuant to the Client's instructions. BDO's obligations to

Client are exclusively contractual in nature. This Agreement does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither BDO nor Client shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

21. **Confidentiality.** Each of the parties hereto shall treat and keep all the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement and (ii) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the party's business and is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority,



professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If BDO is providing tax services for the Client, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a party's professional or legal obligations; and (z) such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

**22. Restricted Federal Data.** The parties agree that the Services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), the International Traffic in Arms Regulation ("ITAR"), the Export Administration Regulations ("EAR"), and the Arms Export Control Act ("AECA"). For clarity, and without limiting the foregoing, controlled unclassified information ("CUI") shall be included in the definition of Restricted Data. Client shall not provide or otherwise make available Restricted Data to BDO unless expressly agreed to in advance in writing by BDO. If Client becomes aware that any known or suspected Restricted Data will be or has been disclosed to BDO by Client or otherwise in connection with the Services, Client will immediately notify BDO in writing to

[regulatedgovtdata@bdo.com](mailto:regulatedgovtdata@bdo.com) and will cease any further transfer of such data unless and until BDO expressly agrees in writing. Client will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Data that Client has disclosed to BDO notwithstanding the foregoing. Client further agrees that it will be responsible for all fees, costs and expenses associated with processing of Restricted Data, including without limitation additional fees, costs and expenses related to compliance with obligations with respect to such Restricted Data.

**23. Intellectual Property.** BDO shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of Client's Confidential Information (as defined above). BDO shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this Agreement ("BDO Intellectual Property"). Unless otherwise specifically stated in this Agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of BDO's or its agents' Intellectual Property or proprietary information by the Client is strictly prohibited.

**24. Licensing Representation.** To the extent necessary for BDO to perform its obligations described in an applicable SOW, Client represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow

BDO and its employees, contractors and subcontractors to access and use the services or software provided for the benefit of Client under Client's third-party services contracts, licenses or other contracts granting Client the right to access, use or receive services or software (each a "Licensing Representation"). Upon BDO's request, Client will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). Client hereby releases BDO Group from all claims and liabilities resulting from (i) BDO's reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by BDO.

25. **Non-CPA Notice Requirement.** BDO is owned by professionals who hold CPA licenses.

Depending on the nature of the Services being provided, from time to time non-CPA personnel may be involved in providing certain Services hereunder.

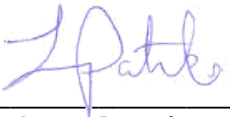
26. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.

[Signature Page to Follow]

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this Agreement on behalf of the Client set forth below for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid and binding obligation of the Client set forth below for whom the authorized signatory is executing this Agreement and is enforceable against the Client in accordance with its terms and conditions.

Accepted and Agreed to by:

**Napa County Resource Conservation District**

By:  \_\_\_\_\_  
Name: Lucas Patzek  
Title: Executive Director

(Please sign and return to us one copy; retain a copy for your files)

September 9<sup>th</sup>, 2022

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

**Re: Statement of Work - Related to Agreement for Professional Services and Terms and Conditions (“Services Agreement”) Dated September 9<sup>th</sup>, 2022**

Dear Lucas,

This Statement of Work (“SOW”) is provided to Napa County Resource Conservation District (Napa RCD) (“Client”) for the services described below (the “Services”), which Services may be modified upon our mutual written agreement (email shall suffice).

Napa RCD acknowledges executing a Services Agreement dated September 9<sup>th</sup>, 2022 and accompanying Terms and Conditions (collectively, the “Services Agreement”) which are incorporated by reference into this SOW. The Services Agreement along with this SOW constitutes the Agreement for Professional Services (“Agreement”) between BDO FMA, LLC (“BDO FMA” or “we”) and Napa County Resource Conservation District.

To the extent there is any conflict or inconsistency between the Services Agreement and any SOW, unless otherwise agreed to in writing, the Services Agreement shall prevail.

The SOW is effective the date set forth above. Any term or condition incorporated into this SOW that is an addition to the terms and conditions contained in the Services Agreement applies only to the Services (described below) provided under this SOW.

By executing this SOW, you represent that Napa RCD is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia, or entity(ies) organized under the laws of Russia. You agree that if at any time while BDO FMA is providing services to Napa RCD the foregoing representation is no longer true, you will immediately notify BDO FMA.

## SCOPE OF SERVICES

We agree to provide the services as described below (“Services”):

### Fiscal Infrastructure Review

BDO FMA will assess the **roles and responsibilities**, **technology**, and **workflow** of Napa RCD’s fiscal function and make recommendations for improvement. BDO FMA’s approach to an infrastructure review is comprised of the following elements:

#### 1. *Planning*

The assessment will begin with a kickoff call and other planning activities preparing for the information gathering, via assembling necessary background information.

#### 2. *Establishing a Communication Strategy*

Prior to beginning any interviews, we will collaborate with you to develop an effective communication strategy to begin the critical need for “organizational buy-in” of the process, with an eye toward effective change management

### 3. Information Gathering

Our information gathering includes interviewing key stakeholders and walking through processes and the existing accounting/financial reporting software as well as gaining an understanding of the interface with related systems.

**We will review key documents** such as operational priorities, job descriptions (where they exist), grant reports and projections, interim accounting reports, and the annual audit to help inform recommendations

**We will interview key staff** and stakeholders and **walk through key processes** such as accounting, grant/contract management, reporting, financial planning, and budgeting. Interviews will include staff, board members, and external parties, like external accountant/auditor, key consultants and/or County partners, as appropriate. These interviews will be in both focus group and one-on-one format.

We will also **review key finance technologies** and any grant and contract management technologies that intersect with it.

### 4. Analysis and Presentation

Analysis and information gathering is ongoing and iterative and will continue in collaboration with you and until the final recommendations are complete and an action plan is developed.

Areas of review will include:

- ▶ **Staffing:** roles and responsibilities for financial operations and grant/contract management
- ▶ **Technology:** review of use software and configuration of financial and grant/contract management software to determine appropriateness and optimization for the organization's operations
- ▶ **Financial Planning:** budgeting, long range plans, scenario planning, and financial decision-making processes
- ▶ **Financial Reporting and Analysis:** tools to monitor and manage financial performance and financial reports for use by management, the board and selected key stakeholders.
- ▶ **Policies and Procedures:** review of financial and grant/contract management policies and procedures and establishment of internal controls and process efficiencies to produce timely and relevant information.

Interviews (in one-on-one or "focus group" formats, as appropriate) will be held with the following:

- ▶ Executive team members
- ▶ Program managers
- ▶ Development director/staff
- ▶ Operational staff with fiscal and/or human resources responsibilities
- ▶ Board treasurer and/or other appropriate members of the board (2 recommended)
- ▶ External stakeholders as in County partner(s) and/or auditor

### Project Outcomes

Our review will result in a report of observations and recommendations for implementation of practical changes and best practices to strengthen Napa RCD fiscal operations and will consider both current and future needs. Specifically, we will deliver the following as a result of our work:

- ▶ **Blueprint for fiscal and grant/contract management staffing structure:** 2-3 scenarios with high level roles and responsibilities, including recommendations for options to meet your operational and capacity needs
- ▶ **Recommended process improvements** that will create greater efficiency and relevancy of information

- ▶ **Assessment of overall appropriateness and optimization of technology** that interfaces with the finance function
- ▶ **Presentation of findings** to key stakeholders
- ▶ **High level Action Plan** with estimated timeline and prioritization of recommended changes (to be developed in partnership with Napa RCD).

BDO FMA is ready to begin this work in October 2022, and we estimate that this project will be completed in approximately 12-15 weeks.

Notwithstanding anything herein to the contrary, any timing set forth in this SOW is the estimated timing subject to dependencies, including without limitation, satisfaction of its obligations by Napa RCD.

Any Service not specifically described in this SOW is outside the scope of this Agreement.

### **Optional: Implementation Support**

BDO FMA is available to partner with Napa RCD to provide support for implementation of changes resulting from the Fiscal Infrastructure Review project. Examples of such areas of support include:

- ▶ **Development of fiscal infrastructure** like documented policies and procedures
- ▶ **Grant/contract management** process and tool redesign
- ▶ **Software** selection or implementation
- ▶ **Financial planning and analysis** process and tool redesign
- ▶ **Accounting system** and financial reporting **retooling**
- ▶ **Customized training** for staff and/or board

### **Optional: Outsourced Support on a Transitional or Indefinite Basis**

BDO FMA is available to partner with Napa RCD to provide outsourced financial management support at any level from bookkeeper through CFO. This support is available as a permanent solution for increased capacity in the finance function, as well as on a transitional basis for bridging between changing approaches to financial management.

### **ASSUMPTIONS**

The following general assumptions have been made in the development of this SOW and its associated fees. All fees and expenses are contingent upon the accuracy of these assumptions and are subject to change if any of the assumptions is/are incorrect. These assumptions should be carefully reviewed by Napa RCD to verify accuracy. To the extent that the assumptions described in this arrangement are not met or turn out to be inaccurate, the cost and delivery schedule of the services may be impacted. If this occurs, Napa RCD agrees to negotiate in good faith to mutually develop a work-around plan, revised schedule and revised fees.

- ▶ We will be able to hold information-gathering sessions with key Napa RCD personnel and external partners to gather information required for creating project deliverables in a timely manner.
- ▶ Napa RCD will provide BDO FMA with copies of any existing documentation describing any pertinent information prior to the project commencement.
- ▶ We will not be held responsible for unreasonable delays in the timetable due to unavailability of information or resources from Napa RCD or its partners/vendors.
- ▶ The information supplied to BDO FMA to create this SOW is accurate and will not substantially change.
- ▶ Napa RCD will provide a single point of contact for all project activities.

- ▶ Napa RCD, and as necessary, its advisors, will make timely decisions regarding approach, review of deliverables, completion of any questionnaires distributed and personnel interviews.
- ▶ Napa RCD will retain ultimate responsibility for policy decisions and judgment decisions.
- ▶ We do not guarantee or warrant any particular outcome as a result of this engagement and our fees are not contingent on such an outcome.

## NON-SOLICITATION

BDO incurs great expense in hiring and training its personnel. Accordingly, during the period beginning with the Effective Date of this Agreement and ending twelve (12) months after the date of the last invoice from BDO to Napa RCD, neither the Napa RCD nor its respective affiliates will offer employment to or hire any current or recent BDO employee who had contact with the Napa RCD either leading up to or during the provision of Services by BDO to the Napa RCD under the Services Agreement, without the prior written consent of BDO. “Recent Employee” shall include any individual employed by BDO during the preceding twelve months. “Employment” shall include any form of employment, consulting, independent contractor relationship, or other arrangement in which an individual will directly or indirectly perform services or work for, or on behalf of, Napa RCD. In the event that Napa RCD breaches this clause, Napa RCD shall pay BDO an amount equal to fifty percent (50%) of the hired employee’s prior twelve (12) month compensation with BDO, not as a penalty but as liquidated damages and compensation.

## FEES

SERVICE	FEE
Fiscal Infrastructure Review	\$25,000
Optional Services	Scoping and pricing available upon request

Should we encounter unforeseen problems that will warrant additional time or expense, Napa RCD will be notified as soon as possible regarding the anticipated impact on fees or project schedule.

We have structured our team to provide a cost-effective resource mix where possible. We also will bill Napa RCD for travel and out-of-pocket expenses as incurred.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate SOW.

## NEXT STEPS

Please acknowledge acceptance of the foregoing terms and conditions by signing the following page and returning the document to us. You will be invoiced for a pre-payment of \$10,000 which will be due on receipt and applied to the first invoice for professional services.

We will coordinate with your designated representative to determine an appropriate timeline and immediate next steps for the Services.

If you have any questions pertaining to this SOW, please contact Dipty Jain at dipty.jain@bdo.com. We value your business and look forward to working with you.

Very truly yours,

BDO-FMA, LLC

By:   
Dipty Jain

[Signature Page to Follow]



**ACKNOWLEDGED AND AGREED:**

This Statement of Work correctly sets forth the understanding of the parties. By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this Agreement on behalf of the Napa RCD set forth below for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid and binding obligation of the Napa RCD set forth below for whom the authorized signatory is executing this Agreement and is enforceable against the Napa RCD in accordance with its terms. The Napa RCD set forth below acknowledges and agrees that the authorized signatory is duly authorized to bind the applicable party hereto.

**Napa County Resource Conservation District**

By:  \_\_\_\_\_  
Lucas Patzek, Executive Director

**Exhibit A**  
**“Scope of Services”**

**I. Work to be Performed**

Consultant shall perform the following monitoring tasks. All tasks will be executed according to the requirements outlined in the approved Geomorphic and Restoration Monitoring and Adaptive Management Plan for the Upper York Creek Ecosystem Restoration Project. Consultant will perform all tasks in coordination with City staff as well as with project managing consultant EKI Environment & Water, Inc.

<b>Task</b>	<b>Cost</b>	<b>Description</b>
Project management	\$4,750	Coordination of monitoring activities with City staff and consultants, permitting agencies, and landowners. Invoicing and administration of agreement.
Post-storm reconnaissance survey	\$11,850	Visual inspection of streambed and banks, log structures, and bridges in Reaches 1-5 following a 2yr magnitude storm or greater. Includes \$10K RCD subcontract with professional geomorphologist if channel conditions require.
Thalweg surveying	\$7,950	Longitudinal channel survey of the York Creek thalweg through Reaches 3 and 4. Thalweg surveying is required only if a 2yr magnitude storm or greater occurred during the previous winter flow season. Such a storm occurred at the start of Year 2 on 10/24/2021, and therefore a thalweg survey will be scheduled for Year 3 and should take place in Oct 2022, when water levels are at their lowest and vegetation is most bare.
Cross-section surveying	\$14,800	Re-occupation and surveying of 50 previously-monumented York Creek channel cross sections. Required to be conducted annually in Years 1-3, and after large storm events thereafter. Work to take place in the summer or fall when water levels are low, and will be scheduled for the period of Jul-Sep 2023.
Photo-monitoring	\$3,050	Photo-monitoring at up to 56 established photo-points in York Creek channel including bridges, log structures, and graded areas. Required to be conducted annually for Years 1-5, and again in Years 7 and 10.
Turbidity monitoring	\$0	Post-storm water turbidity monitoring was conducted during Years 1 and 2 following 3 winter storms, including one large storm event. Based on the results, we expect turbidity monitoring to be complete.
Steelhead spawner surveys	\$8,300	Surveys of Reaches 3, 4, and 5, to identify evidence of steelhead spawning activity in Upper York Creek. Up to four surveys per year will be conducted, dependent on flow conditions.

Vegetation surveys	\$20,000	RCD subcontract with professional vegetation ecologist/botanist, and assist as necessary. Vegetation surveys are required annually and will be conducted within Reaches 3 and 4 and will include visual surveys to assess: 1) natural revegetation of the streambanks, 2) progress of the growth of planted trees and willow stakes, and 3) success of invasive plant removal efforts.
Annual report	\$4,550	Prepare and submit an annual monitoring report documenting the methods and results of monitoring activities completed during the previous year.
<b>Total \$75,250</b>		

**II. Estimated Schedule**

Task	2022-23											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Project management	[Blue shaded]											
Post-storm reconnaissance surveys			[Blue shaded]									
Thalweg surveying	[Blue shaded]											
Cross-section surveying										[Blue shaded]		
Photo monitoring							[Blue shaded]					
Turbidity monitoring												
Steelhead spawner surveys				[Blue shaded]								
Vegetation surveys							[Blue shaded]					
Annual report		[Blue shaded]										

Work will be completed by September 30, 2023.

**Exhibit B**  
**“Compensation”**

**I. Budget**

The total payment for services and expenses under this Agreement shall not exceed \$75,250.00. The presented task budgets are only an estimate, as funding may be allocated differently by tasks depending on the project needs. Expenses include auto mileage, daily equipment usage fees, and subcontracts with specialists (e.g., geomorphologist, botanist).

Task	Cost
Project management	\$4,750
Post-storm reconnaissance survey	\$11,850
Thalweg surveying	\$7,950
Cross-section surveying	\$14,800
Photo-monitoring	\$3,050
Turbidity monitoring	\$0
Steelhead spawner surveys	\$8,300
Vegetation surveys	\$20,000
Annual report	\$4,550
<b>Total</b>	<b>\$75,250</b>

**II. Compensation**

Consultant shall invoice the City each month, and the City shall compensate Consultant for the services outlined in Exhibit “A,” in accordance with the following hourly rates for the Consultant employees whose positions are noted:

Position Title	Hourly Rate
Coordinator	\$61.87
Conservation Project Manager	\$86.41
Forestry Program Manager II	\$89.67
Environmental Scientist II	\$91.30
Office Manager II	\$96.45
Principal Program Manager, Forestry	\$107.14
Environmental Scientist III	\$113.60
Program Director	\$115.75
Conservation Program Manager	\$119.24
Executive Director	\$119.73

Consultant adjusts its billable rates annually on July 1 and whenever there is a change in an employee's underlying direct pay rate. On July 1, 2023, or whenever there is any other change to any of these rates or when new positions are added, Consultant will notify City immediately, and with the approval of the City Manager, or their designee, which shall not unreasonably be withheld, Consultant may implement such adjusted rates. In any case, Consultant must still adhere to the budget limitations under "BUDGET" above.

---

# Napa County Resource Conservation District

## POLICY MANUAL

**POLICY TITLE:** Associate Directors

**POLICY NUMBER:** 4050

Revised: August 12, 2021

**Mission:** The District's mission is to empower the community to voluntarily conserve, protect, and restore natural resources in a landscape that supports agriculture, urban areas, and wild spaces. To this end, the District provides technical assistance, educational programs, monitoring programs and funding sources to help land managers improve their conservation practices.

**4050.1** To help fulfill the District's mission and round out its professional needs, Directors solicit assistance from agencies, organizations, and individuals. Individuals may assist the District by participating in District programs, volunteering with the District, serving on a standing or ad-hoc advisory committee, and/or becoming an Associate Director. An Associate Director functions as a non-voting advisory resource to the Board and may assist Directors and/or staff in a range of ways.

The Board of Directors may appoint Associate Directors under the following procedures and conditions:

**4050.2 Application:** Any person 16 years of age or older is eligible to serve as an Associate Director by appointment of the Board of Directors. To be appointed, the individual must have a sincere interest in resource conservation and be willing to commit the time needed to perform assigned duties or tasks (generally less than 2 hours per month is required). Appointment as an Associate Director is also encouraged for those eligible registered voters who wish to become full Directors. The Board may also seek Associate Directors to fulfill specific tasks.

**4050.3 Appointment:** A notification of appointment will be adopted and included in the minutes of the appropriate Board of Directors meeting after review of the applicant's qualifications. Associate Directors serve at the will and pleasure of the Board.

**4050.4 Term of Office:** The appointment as Associate Director is for a period of two years. Associate Directors who are not able to provide significant support to the Board or staff in a manner described in this policy are expected to reconsider their commitment and inform the Board of their intentions. The Board of Directors will annually review the assistance provided and may reconfirm appointment. An Associate Director may resign at any time.

**4050.5 Duties and Expectations:** Associate Directors are expected to believe in and enthusiastically support the District's Mission and Guiding Principles. The Board of Directors values the assistance of Associate Directors and understands that it may come in a variety of forms. Duties or tasks to be accomplished by Associate Directors

should complement and reinforce the Long Range Plan and Annual Work Plan, as directed and approved by the Board of Directors. The following are some recommendations for how Associate Directors can support and advise the District:

- Attend District meetings as feasible, including annual and long-range planning meetings.
- Participate in the development of strategic and annual plans.
- Serve on standing and ad hoc committees (e.g., Finance Committee, Governance Committee, Huichica Creek Sustainable Vineyard & Orchard Advisory Committee).
- Contribute to District and District-affiliated events, such as: California Association of Resource Conservation Districts (CARCD) Annual Conference, CARCD Bay-Delta Regional Meetings, annual celebration events, and project tours.
- Cultivate and use linkages within the community and region to support fund development.
- Assist the Executive Director and other staff through consultation or meeting attendance. This assistance may be related to, but is not limited to, the following subjects: public/political outreach, technical and educational programs, finances, personnel, administrative business, and vineyard management.

**4050.6 Reimbursement:** Reimbursement for travel, fees, etc. will be paid by the District when approved by an official quorum of the Board of Directors. Reimbursement will relate to activities and functions specifically requested of the Associate Director by the Board of Directors. This provision applies to full Directors as well as Associate Directors.

**4050.7 Orientation:** New Associate Directors are encouraged to attend a California Association of Resource Conservation Districts (CARCD) led orientation workshop. Local orientation will be provided by Directors, Associate Directors, Executive Director and staff.



---

## Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

### Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

### Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

### Which Boards would you like to apply for?

Napa County Resource Conservation District Board of Directors: Submitted

### Category of Membership for Which You Are Applying

BOD

---

## Profile

Christopher

First Name

Carpenter

Last Name

Middle Initial

Home Address

Napa

City

Suite or Apt

CA

State

94558

Postal Code

### Which supervisorial district do you reside in? \*

District 4

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

Primary Phone

Jackson Family' Wines

Employer

SVP  
Production/Winemaker/Vineyard  
GM

Job Title

winemaker/vineyard GM

Occupation

## Education/Experience

---

see resume

## Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

---

Christopher Carpenter

---

## Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

## Professional or occupational license, date of issue, and expiration including status

---

## References: Provide names and phone numbers of 3 individuals who are familiar with your background.

---

Shelly Surh 4159870083 Matt Eisenberg 7072241074 Mariano Navarro 7079757760

---

## Community Participation

### Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

---

I have served on three boards, two as chair, over the years. Serving for the betterment of our community and planet is important to me. I became aware in an intimate way with the RCD through the Farm plan process and was impressed with the work being done by the organization and its ultimate possible impact on our changing environment. This type of work is crucial for the survival of our species and our planet and I have been struggling with a way I could become even more involved. This opening was the opportunity I was waiting for. I can contribute by way of my diverse experiences in agriculture both as a member of a large wine company and as an owner of a small vineyard and winery operation. I have many years of non-profit work and board experience where diverse ideas, personalities and small budgets create challenges and opportunities to create positive change and knowing how to navigate those parameters is something that I have developed skills around. I firmly believe as farmers we must lead the way on environmental stewardship. My participation in an organization like this would give me further opportunity to promote that idea.

### Nature of activity and community location

---

Christopher Carpenter

Other County Board/Commission/Committee on Which You Serve/Have Served

---

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

---

---

### Electronic Signature Agreement

I declare under penalty of perjury that the foregoing is true and correct.

---

Yes  No

Please Agree with the Following Statement

---

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

---

I Agree

Electronic Signature (First M. Last)

---

Christopher Carpenter

Date

---

6/6/2022

E X P E R I E N C E

**Middlepath Wines LLC/Bruadair Vineyard**

*Owner/Partner, 2016 - present*

- 60 acre piece with 8.5 acres of vineyard
- launched wine brand "Evidence"

**Cardinale Estate LLC(Jackson Enterprises), Oakville, CA, June, 1998 - Present**

*General Manager - Vineyards of Napa Valley, 2017-Present*

- oversee all financial, HR, operational direction for 425 acres
- converted all acreage to organic beginning 2018

*Winemaker – Hickinbotham, 2012 – Present*

- involved in creation of new brand; production, marketing, sales and launch in the McClaren Vale, South Australia
- oversight of revitalization of historic Clarendon Vineyard with specific responsibility for Cabernet

*Winemaker – Mt Brave, 2007 – Present*

- involved in creation of new brand; production, marketing, sales and launch
- Winemaker for ultra luxury Red Proprietary wine, Mt Brave is based on Cabernet Sauvignon, Merlot and Malbec from former Chateau Potelle Vyd. on Mt Veeder

*Winemaker – La Jota Vineyard and Winery, 2005 – Present*

- Manage separate facility from Cardinale located on Howell Mt.
- Winemaker for ultra luxury Red Proprietary wine, La Jota is based on Cabernet Sauvignon, Merlot and Cabernet Franc from historic Howell Mtn. site

*Winemaker – Cardinale, 2002 – Present*

- Winemaker for ultra luxury Red Proprietary Wine, Cardinale is based on Cabernet Sauvignon, Merlot and Cabernet Franc from Howell Mtn., Veeder Peak, Spring Mt, Rutherford Bench, Stags Leap, Oakville Bench =

*Winemaker – Lokoya, 2000 – Present*

- Winemaker for ultra luxury Cabernet Sauvignon brand, Lokoya is based on appellation specific grapes, including Diamond Mtn, Howell Mtn., Veeder Peak and Spring Mt

*Assistant Winemaker, 1999 – December, 2000*

*Enologist, 1998 - 1999*

**Carpenter Food, Wine and Farming LLC, Napa, CA, 2003 - Present**

*Winemaker – Redmon Family Wines, 2003 – Present*

*Winemaker – Inherit the Sheep Vyds, 2005 – 2010*

*Consultant – Knightsbridge Winery, 2019 – Present*

*Grower - Bruadair Black Truffles, 2019 - Present*

**UC Davis, April, 1996 - June, 1998**

Research Assistant

**Tenute Antinori, Santa Cristina Estate, Montefiridolfi, Italia, Sept., 1997 - Dec., 1997**

Research/Cellar Intern

**Domaine Chandon Vineyards, Sonoma, CA, Jan., 1997 - Aug., 1997**

Vineyard Intern

**Domaine Carneros Winery, Napa, CA, July, 1996 - Nov., 1996**

Harvest Enologist

**UC Davis Oakville Experimental Vineyards, Oakville, CA, April, 1996 - Aug., 1997**

- Assisted in all aspects of viticultural operations including:

(continued)

CHRISTOPHER S. CARPENTER

## O R G A N I Z A T I O N S

### **ASEV Member**

1996 – Present

Scholarship Committee member – 2001, 2006, 2007 candidate group

### **Slow Food Movement**

Established and **Convivium Leader** Napa Valley Convivium (chapter) 1998 – 2010

Elected **Regional Governor** and named to the **Board of Directors** for Slow Food USA, 2003

Elected **Vice Chair - Board of Directors**, 2005 – 2009

Elected **Chair - Board of Directors**, 2009 – 2012

### **Napa Valley Wine Technical Group Member**

1998 - 2005

### **American Vineyard Foundation**

2002 – December 2003, Industry Advisory Committee: Phenolics Project.

### **Napa Valley Language Academy**

2008 – 2010 – **Charter Council Board member**

### **California Agricultural Leadership Program, Fellow, Class 34**

2003 – 2005

### **Napa Valley Youth Symphony Board of Directors -**

2012 – 2018

**Chair** – 2013 – 2018

### **Napa Farm Bureau**

2019-Present

## E D U C A T I O N

### **The Court of Master Sommeliers**

Level One, Introductory - 2005

### **The University of California, Davis, CA**

Masters of Science in Horticulture, Department of Viticulture and Enology,  
1998

- Thesis Work-Research on Malbec clones and effectiveness of double pruning on fruit set and overall vine growth patterns
- Research Assistant for Dr. Jim Wolpert's Lab
- Teaching Assistant for Viticulture 101B, *Winter Vineyard Operations*, Winter, 1998
- Laboratory Assistant for VEN 125, *Sensory Analysis*, Winter, 1998

### **Università per Stranieri di Perugia, Perugia, Italia**

Intensive Italian Language course, 1997

### **The University of Illinois, Chicago, IL**

Masters of Business Administration, 1990

Concentration in Marketing and International Business

**The University of Illinois, Champaign-Urbana, IL**

Bachelor of Science in Biology, 1987

---

## Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

### Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

### Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

### Which Boards would you like to apply for?

Napa County Resource Conservation District Board of Directors: Submitted

### Category of Membership for Which You Are Applying

Director

---

### Profile

Bryan

First Name

R

Middle Initial

Parker

Last Name

Home Address

NAPA

City

Suite or Apt

CA

State

94559

Postal Code

### Which supervisorial district do you reside in? \*

District 1

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

Question applies to Napa County Resource Conservation District Board of Directors

### Are you a registered voter in the State of California?

Yes  No

Home: (707) 251-1537

Primary Phone

Rutherford Hill Winery

Employer

General Manager

Job Title

General Manager/Winemaker

Occupation

## Education/Experience

B.A. Chemistry, Rutgers University, New Brunswick, NJ 1987 Ph.D., Physical Chemistry, University of Illinois Urbana Champaign 1993 Have worked in Napa and Sonoma Counties in winemaking since 1996 - Hartford Family Winery, Beringer Vineyards, Pine Ride Winery, Alderbrook Winery, Rutherford Hill Winery

## Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

Kathleen Hickey, Instructional Design/TESOL Educator

## Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

## Professional or occupational license, date of issue, and expiration including status

Water Distribution Operator, Level 1, issued 7/21/2021, expiration date 7/1/24, active status Qualified Applicator Certificate, Category P, issued 1/1/2022, expiration date 12/31/2023, active status

## References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Elizabeth Vianna, (707) 853-0438 Steve Fennell, (805) 450-2932 Grady Wann, (707) 975-5053

## Community Participation

### Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

With my scientific and educational backgrounds ( I have been an instructor for UC Davis Distance Learning Campus in Enology and Viticulture for 15 years), I believe that I can contribute to the community-based environmental education programs and technical seminars for landowners. Working for Rutherford Hill Winery, I understand the needs for water conservation and soil health and play an active role in storm water pollution prevention since our storm water feeds Conn Creek. Regenerative farming techniques is also of interest given that we farm 150 acres of vineyards in Napa. On a personal note, my wife and I are active gardeners and have planted a good portion of our yard to California native plants. Utilizing native plants for both home and businesses to reduce water consumption is an issue that interests me greatly.



**Nature of activity and community location**

Land Trust of Napa County, Hike Leader 2010 to present Collected acorns for new oak tree plantings for Napa RCD programs

**Other County Board/Commission/Committee on Which You Serve/Have Served**

None

**Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)**

None

---

**Electronic Signature Agreement**

**I meet the criteria required to serve in this position.**

Yes  No

**I declare under penalty of perjury that the foregoing is true and correct.**

Yes  No

**Please Agree with the Following Statement**

**By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.**

I Agree

**Electronic Signature (First M. Last)**

Bryan Parker

**Date**

06/12/2022

**BRYAN PARKER**

Napa, CA 94559

**OBJECTIVE**

Experienced and accomplished winemaker looking to continue my career with an organization that utilizes my experience and skills to benefit mutual growth and success.

**PROFESSIONAL EXPERIENCE**

**RUTHERFORD HILL WINERY**, Rutherford, CA

General Manager, June 2017-Present

- Set and maintain budgets for Production, Grounds, Maintenance, Bottling, and Crush departments.
- General administration for Rutherford Hill Winery
- Government reporting of all wine production

**Terlato Family Vineyards/The Federalist**, Rutherford, CA

Winemaker/Grower Relations, January 2014-Present

- Responsible for grape harvesting decisions, custom crushing logistics, aging and bottling for Terlato Family Vineyards and The Federalist programs
- Manage Grower Relations for Terlato Family Vineyards, Rutherford Hill Winery, The Federalist and other programs
- Conduct private and public tastings and producer visits for Terlato Family Vineyards and The Federalist
- Develop new blends and wines for The Federalist

**Alderbrook Winery & Vineyards**, Healdsburg, CA

Winemaker, June 2003-December 2013

- Responsible for grape harvesting decisions, crushing logistics, aging and bottling of all wines for Alderbrook, Terlato Family Vineyards, and other programs
- Worked with vineyard management company to ensure highest quality grapes from estate vineyards
- Managed grower relations
- Set and maintained budgets for Production, Vineyard, Grounds, Facilities, Bottling, and Crush departments
- Hired, trained, and managed all production staff
- Conducted performance reviews
- Reviewed and modified all cellar and laboratory procedures to improve wine quality
- Hands on day-to-day cellar and laboratory operations
- Maintained written records of all cellar operations
- Managed cork quality control program
- Ordered all winery supplies, equipment, and barrels
- Acted as winery safety officer and maintained all safety records
- Acted as Public Relations liaison and conducted private and public tastings
- Responsible for government reporting
- Responsible for facilities management

**PINE RIDGE WINERY**, Napa, CA

Assistant Winemaker, June 2001-June 2003

- Hands-on wine production including cellar, laboratory, and bottling operations
- Supervised cellar and laboratory personnel
- Conducted performance reviews
- Wrote and maintained all written records of cellar operations
- Acted as winery safety officer
- Ordered winery supplies
- Managed cork quality control program
- Participated in public relations events as needed

**BERINGER VINEYARDS**, St. Helena, CA

Senior Research Enologist, March 2000-May 2001

Research Enologist, January 1998-March 2000

- Planned and conducted all small-lot research experiments from harvest to bottle
- Managed research database
- Conducted laboratory analyses of all experimental wines
- Created and presented educational seminars on Research data and general Enology topics
- Made small lot wines for Public Relations seminars
- Provided technical assistance to Beringer Wine Estates staff
- Prepared reports and manuals on general winemaking issues
- Participated in public relations events and tastings

**HARTFORD COURT WINERY**, Forestville, CA

Harvest Intern, August 1997-November 1997

Harvest Intern, August 1996-November 1996

- Performed crushpad, cellar and barrel room operations
- Conducted laboratory analyses
- Made yeast and nutrient additions to tanks and barrels

**EDUCATION**

**UNIVERSITY OF CALIFORNIA**, Davis, CA

Completed/Audited Courses in Viticulture and Enology 1995-1997.

**NORTHWESTERN UNIVERSITY**, Evanston, IL

Postdoctoral Research Associate, August 1993-September 1995

**UNIVERSITY OF ILLINOIS**, Urbana - Champaign, IL

Ph.D., Physical Chemistry, October 1993

**RUTGERS UNIVERSITY**, New Brunswick, NJ

B.A., Chemistry, May 1987

**Application for Appointment to Board, Commission, Committee, Task Force or Position**

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

**Public Records Act**

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

**Form 700 Conflict of Interest Code**

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

**Which Boards would you like to apply for?**

Napa County Resource Conservation District Board of Directors: Submitted

**Category of Membership for Which You Are Applying**

Director of the Board

**Profile**

Lucio \_\_\_\_\_ E \_\_\_\_\_ Perez \_\_\_\_\_  
First Name Middle Initial Last Name

Home Address \_\_\_\_\_ Suite or Apt \_\_\_\_\_  
Saint Helena \_\_\_\_\_ CA \_\_\_\_\_ 94574  
City State Postal Code

**Which supervisorial district do you reside in? \***

District 3

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

Question applies to Napa County Resource Conservation District Board of Directors

**Are you a registered voter in the State of California?**

Yes  No

---

Primary Phone

Glendale Ranch Vineyards

Employer

Vineyard Manager

Job Title

Viticulturist

Occupation

---

## Education/Experience

Graduated St. Helena High School 1970 Stanford University 1970-1971 UC Davis 1971-1974 / BS Degree in Viticulture and Enology L Perez & Sons / Managing Partner 1976 - Present Glendale Ranch Vineyards / Vineyard Manager 1981 - Present Various Vineyard Management Companies 1974-1981

---

## Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

N/A

---

## Resume

---

Upload a Resume

---

Letter of Recommendation or Supplemental Attachments

---

## Professional or occupational license, date of issue, and expiration including status

CA Pesticide Operator License - Issued 1975 / Expired 1982 CA Pesticide Advisors License - Issued 1975 / Expired 1982

---

## References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Mike Hackett - (707) 965-9640 Amber Manfree - (707) 758-0107 Andy Beckstoffer - (707) 963-9471

---

## Community Participation

---

### Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

I have always been interested in protecting agriculture, the eco-systems and the environment that we have here in our county. I feel that Napa RCD has been, and is becoming an even more important part, in maintaining and preserving the resources and environment in our county. Having lived here in the county for my entire life, along with my experience and science background, I will add additional depth to the knowledge and experience already present on the Board of Directors.

## Nature of activity and community location

---

Residence - St. Helena Work and Employment - St. Helena, Conn Valley and Napa Recreation - St. Helena, Calistoga, Pope Valley, Conn Valley and Berryessa Unsuccessful bids for Napa County Supervisor for District 3 in 2018 and 2022 Helped plant trees in St. Helena's Redwood Grove Board of Directors, Jack L. Davies Agricultural Fund, January 2015 to present Board of Directors, Save Napa Valley Foundation, 2019 to present Board of Directors, Napa County Farm Bureau, 1988 through March 2018 President, Napa County Farm Bureau, 1994 to 1997 Chair, Land Use and Taxation Committee, 2014 to March 2018 Board of Directors, California Farm Bureau Federation, representing the Counties of Marin, Napa and Sonoma, 2004 to 2010 Finance Committee, California Farm Bureau Federation, 2010 Many years of coaching baseball in St. Helena Senior League I was also an active participant in: The campaigns promoting Measure J and later Measure P The development and adoption of the first Hillside Ordinance for Napa County The development and adoption of the original Winery Definition Ordinance for Napa County The development of the County's policies and adoption of the County Ordinance for farm worker housing in the Agricultural Preserve The campaign to pass the growers' assessment for Napa County's farm worker housing, and the renewal of the assessment

## Other County Board/Commission/Committee on Which You Serve/Have Served

---

The committee that worked with county staff to develop the first Hillside Ordinance for Napa County; The committee to develop the original Winery Definition Ordinance for Napa County; The committee to development the County's policies and ordinance for farm worker housing in the agricultural zones; The committee that worked with clunty staff to develop policy and the ordinance for recreational use in the AWOS; Member of the County's APAC committee.

## Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

---

None

---

## Electronic Signature Agreement

I meet the criteria required to serve in this position.

---

Yes  No

I declare under penalty of perjury that the foregoing is true and correct.

---

Yes  No

## Please Agree with the Following Statement

---

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

---

I Agree

## Electronic Signature (First M. Last)

---

Lucio E. Perez

Lucio E Perez

**Date**

---

July 27, 2022

"Cio" Lucio Perez  
St. Helena, CA 94574

---

## **EDUCATION:**

St. Helena High School (1965-1970)  
High School Diploma 1970  
Stanford University (1970-1971)  
University of California, Davis (1971-1974)  
BS Degree in Viticulture  
BS Degree in Oenology (Enology)

## **WORK EXPERIENCE:**

Beringer Brothers Winery (1974-1976)  
Responsibilities – Develop receiving nursery for hardening green growing bench graphs; manage logistics for delivery of plant materials to new planting sites; supervise new planting marking crew; develop pesticide application protocols and pesticide use reporting.

Walsh Vineyard Management (1976-1978)  
Chiles Valley Vineyard Manager

Ken Cairns Vineyard Management (1978-1981)  
Vineyard Manager (multiple vineyard locations – Calistoga/St. Helena)

Glendale Ranch Vineyards (1981-Present)  
Vineyard and Ranch Manager

L Perez & Sons (1976-Present/Family-Owned Vineyards)  
Managing partner

## **COMMUNITY INVOLVEMENT**

- Board of Directors, Jack L. Davies Agricultural Fund, January 2015 to present
- Board of Directors, Save Napa Valley Foundation, 2019 to present
- Board of Directors, Napa County Farm Bureau, 1988 through March 2018
- President, Napa County Farm Bureau, 1994 to 1997
- Chair, Land Use and Taxation Committee, 2014 to March 2018
- Board of Directors, California Farm Bureau Federation, representing the Counties of Marin, Napa and Sonoma, 2004 to 2010
- Finance Committee, California Farm Bureau Federation, 2010



I was also an active participant in:

- the campaigns promoting Measure J and later Measure P
- the development and adoption of the first Hillside Ordinance for Napa County
- the development and adoption of the *original* Winery Definition Ordinance for Napa County
- the development of the County's policies and adoption of the County Ordinance for farm worker housing in the Agricultural Preserve
- the campaign to pass the growers' assessment for Napa County's farm worker housing, and the renewal of the assessment

Email from Beth Milliken to Lucas Patzek / Letter of Recommendation for Cio Perez

Jul 14, 2022, 5:30 PM

**Beth Milliken**

to lucas@naparcd.org, me

Dear Lucas,

I am writing to you to offer my highest recommendation for Cio Perez to be a member of your Board of Directors. Cio has lived and worked here for his entire life, and his institutional knowledge of Napa Valley is deep. He is familiar not just with agriculture, but with our natural environment – waterways, woodlands and wildlife. He is altruistic and cares about our community. I can say with confidence that he will be an engaged and constructive addition to your Board, offering insights that will be valuable to the important work that the RCD does here in Napa County.

Thank you in advance for your consideration of my endorsement of Cio. I believe that he will be a great asset to your Board of Directors!

Very sincerely,

Beth

**Beth Novak Milliken**

*President & CEO*

**SPOTTSWOODE ESTATE VINEYARD & WINERY**

1902 Madrona Avenue • St. Helena CA 94574  
707/963-0134, x116 • [spottswode.com](http://spottswode.com)

*Please paws before printing. – Riley*



# Governance Committee

October 13, 2022 Board Update

# Committee Accomplishments to Date

## 1. Enhance Board and Staff Collaboration

- a) Board assessment survey and report
- b) Special meeting, December 2021
- c) Personal Action Plans
- d) Special Meeting—Social, April 2022

## 2. Recruiting

- a) Associate Director policy, application, recruiting and on-boarding
- b) Select and on-board 6 new Associate Directors, positioned for more as needed
- c) Director selection process and selection of new Director
- d) Recognized 4 departing Associate Directors and a Director for their service

## 3. Program Advisory Committees

- a) 4 Program Areas: Regenerative Agriculture, Watershed Sustainability, Forest Health, Community Education and Engagement
- b) Design of Committees: objectives, structure, materials
- c) Recruit members and support Committee launch

## 4. Climate Emergency Resolution

- a) Research, design and socialization
- b) Communication: Press release, Climate Action Committee

**Governance Committee has accomplished a lot. When should it be retired?**

# Future of Governance Sub-committee

**What else should it do? When should it be retired? What new sub-committees are needed?**

## Proposed Future Direction

- Governance stays intact into early/mid 2023, with focus as below:
  - Facilitating the outreach with Political Leaders
  - Developing input for future strategic plans and scorecards
  - Continue support for recruiting/onboarding, collaboration and CER
- When Governance is retired, new sub-committees could be formed
  - Fundraising
  - Recruiting/onboarding
  - Policy



# Political Leaders

**Objective: Refresh relationship and understanding for working together**

## Proposed Approach

- Identify Board/staff who want to conduct interviews in pairs. Request interviews, Anna supports scheduling, 60 minute discussions in Q4 and Q1, 2023
- Send advance links about RCD to prepare for discussion: new Website, Mediums, input for agenda. Handouts leave-behind, e.g., strategic plan, CER
- Discuss with political leader: RCD key messages and leader's priorities and needs. One RCD interviewer taking notes and action items. Notes stored on drive
- Governance summarizes/shares notes and action items with Programs, staff and Board.
- Input used for Programs, RCD projects, and strategic planning. Deepen RCD external relationships/brand

## Potential Interviewees

- Staff for Dodd/Aguilar-Curry/Thompson
- County: Becky Craig (County Interim CEO), Ryan Gregory (Chair, Board of Sups), David Morrison (Dept Director of Planning, Building and Env Services)
- Calistoga: City Council Member Gary Krauss: supported climate change resolution, passionate about youth education, passionate about forestry and fire resiliency), City Council Member Don Williams: has been coming around to climate action, environmentalism, etc
- American Canyon: City Council Member Mark Joseph: serves on County Climate Action Committee
- St Helena: City Council Paul Doring, City Council Anna Choteau: serves on County Climate Action Committee, advisory committee of Million Trees Napa

# Your Input Needed

Share with Lucas or Bruce if you would:

- Like to be an interviewer
- Nominate other interviewees
- Have suggestions for process





Napa County Resource Conservation District  
1303 Jefferson St., Ste. 500B, Napa, California 94559  
(707) 252-4189, [www.NapaRCD.org](http://www.NapaRCD.org)

## RCD Activity Report for September 2022

This report summarizes the activities of the following Napa County Resource Conservation District staff: Danielle Ashton, Amanda Benton, Paul Blank, Ali Blodorn, Bill Birmingham, Frances Knapczyk, Ashley Kvitek, Miguel Garcia, Anna Mattinson, Eric McKee, Lucas Patzek, Martin Perales, and Ruby Stahel.

### Projects:

#### CALFIRE Standard Agreement

Funder: CALFIRE

- Ali, Bill, and Danielle met with Tori Norville to get her perspective on key considerations and lessons learned for Rx burns, informing our thinking on the ~200 acre Rx burn we were tasked to help plan under the Standard Agreement.

#### Carneros/Huichica Streamgaging

Funder: Landowners

- No activity this month.

#### SWEEP/HSP Technical Assistance

Funder: CDFA

- Ruby worked with awardees of the HSP grants with project planning, plant acquisition, work plan development, training new personnel, site assessments, creating erosion control plan for whole orchard recycling on hillside, and soil sampling for baseline data.

#### CARCD Monarch Education

Funder: CARCD – US Forest Service

- Danielle performed targeted outreach to 1<sup>st</sup> – 2<sup>nd</sup> grade teachers at elementary schools with higher socioeconomically disadvantaged scores. She's coordinated and scheduled 7 Kids for Monarch presentations to take place October – December. Danielle created a powerpoint, script, and planned activities for class visits. She updated tracking system and Excel sheets for RCD and grantor records/reporting. Danielle met with Carolyn Parr staff again to discuss monarch education opportunities. They discussed partnering up in the Spring on their Read with a Ranger program, and adding to their pollinator and monarch interactive displays.



### **City of Napa Water Division**

Funder: City of Napa

- No Activity

### **City of Napa Parks Department**

Funder: City of Napa

- No Activity

### **Conservation Innovation Grant North Coast Soil Health Hub**

Funder: USDA Natural Resources Conservation Service

- Miguel worked on final reporting materials.
- Miguel coordinated monthly team meeting to discuss end of project.
- Ashley and Frances continued helping provide feedback on overhaul of Soil Hub website.

### **Emergency Forest Restoration Program**

Funder: USDA Farm Services Agency (FSA)

- Ali continued to work through communication challenges with FSA, attempting to confirm that we are still on track for them to put in funding request for Round 1 applications.
- Ali fielded landowner queries regarding program status/progress.
- Ali continued to onboard Kirsten (consulting RPF) and helped coordinate and participate in an environmental review training with FSA in order to get clarity on the materials that we need to deliver to them. This portion of the work is being funded through the CARCD post-fire contract.
- Ali coordinated with FSA to get missing EFRP application. Danielle and Bill are scheduling this site visit.
- Bill, Danielle, and Ali have been coordinating to deliver the 848 pg 2s (outlining treatment recommendations) to FSA in batches.
- Bill and Danielle made multiple site visits to the applicants. Bill and Danielle create treatment maps and plans for site visits. With the exception of 2 applications, they have completed site visits.

### **Fish Passage Barriers**

Funder: Napa Valley Vintners, Gasser Foundation

- Lucas, Martin, and Frances worked together on planning next steps for the watershed-wide barrier project. They worked on seeking Right-of-Entry Agreements for the South York, Murphy, and Soda Creeks. They worked on organizing all of the input that has been provided to date about design and permitting. They worked to schedule a series of follow-up calls with the Advisory Committee to work towards grant proposals.
- Frances participated in coordinating the efforts on the watershed scale with the Sulphur Creek Fish Passage project, which is currently developing 100% designs.

### **Flood Control ALERT System Support and Streamflow Monitoring**

Funder: Napa County Flood Control and Water Conservation District

- Paul dismantled and removed equipment at ALERT Station 40142 – Napa River at Dunaweal Ln to accommodate construction of a pedestrian bridge as part of the Napa Valley Vine Trail.
- Paul visited ALERT Station 40113 – Milliken Creek at Atlas Peak Rd to troubleshoot the stage sensor.
- Paul coordinated upcoming ALERT System maintenance with High Sierra Electronics.

### **Flood Control Stream Maintenance Program**

Funder: Napa County Flood Control and Water Conservation District

- No activity this month.

### **Horns Canyon Environmental Field Experiences**

Funder: Steve Rasmussen and Felicia Woytak

- Eric and Frances met with Steve, Audra Pittman, Calistoga School District's new Superintendent, and the District's two principals to discuss opportunities for field trips to Horns Canyon during 22-23 school year.
- Eric and Danielle are planning to coordinate two field trips for students from Palisades HS to Horns Canyon in the spring. During the second field trip, students will guide students from the Calistoga Elementary School in outdoor education activities.
- Eric delivered a lesson to the Calistoga High School Organic Gardening class related to roots, soil, and erosion.
- Eric scheduled 2 days of walking field trips to the Napa River for chemistry classes at Calistoga High School.

### **Huichica Creek Vineyard Operations**

Funder: RCD

- Miguel coordinated vineyard work.
- Ruby is coordinating pollinator habitat maintenance.

### **Demonstrating Wildfire Resilience in Napa County's Wildland-Urban Interface**

Funder: State Coastal Conservancy

- Eric, Danielle, Ashley and Frances refined a final announcement, schedule, application, and workplan for the Fall 2022 Teen Conservation Internship program.
- Ali, Ashley, and Frances began outlining plans for the Education Installations, and will regroup in October.
- Ali had meeting with John Nickerson regarding progress on the Suscol ITC FMP, and provided feedback on additional content to build in. We anticipate that the FMP will be completed in the next 1-2 months, and implementation will take place in late Winter/early Spring.

- Danielle prepped materials for and collected post-implementation photo points at Linda Falls project site. She shared photos and map with Land Trust staff.
- Ali prepared the onboarding process for Gabe (GrizzlyCorps Fellow) and facilitated his onboarding. Ali is meeting with Gabe weekly and supporting his integration into projects.
- Ali provided a quote and feedback to Mike at Land Trust for a press release regarding the work done at Linda Falls and helped connect Land Trust to SCC for their contribution to the press release.
- See additional work funded by this project under the **LandSmart for Kids** heading, below.

### **LandSmart Conservation Planning**

Funders: NACD, landowners

- No activity this month.

### **LandSmart for Kids: Salmon to Sanctuary (S2S)**

Funders: County of Napa, State Coastal Conservancy

- Eric, Danielle, and Frances continued planning for upcoming school year, determining how many groups we can work with, and how many fieldtrips and modules each group can receive based on current funding. Coordination also included developing evaluation plan for year, which will be coordinated primarily by Napa RCD staff.
- Danielle and Eric scheduled field trips and class presentations for Valley Oak and American Canyon high schools and drafted initial plans for Camille Creek and Palisades schools.
- Danielle and Eric modified the student pre-program survey for evaluation.

### **LandSmart for Kids: Acorns to Oaks (A2O)**

Funders: Napa County PBES

- Team met to determine plan for community acorn collection and associated outreach, and started doing the work to recruit acorn collectors.
- Ashley made edits to the Oak Monitoring Protocol and worked with Martin to get things set up for the next season of Oak Monitoring. Oak Monitors were “activated” right at the end of September. We have 4 volunteers who will be visiting most of the acorn plantings we have completed since 2012 to survey survival.
- Ashley fielded a variety of phone calls and emails about oaks and acorns from organizations and landowners. Topics ranged from planting process to acorn collection to long-term survival.
- Ashley gave a presentation on acorn collection and the A2O program to the Trinchero Green Team.
- Ashley is working with Providence Healthcare to schedule a corporate oak planting day.
- Ashley met with Ali and NVTA about their need for Napa-specific oak trees for a mitigation project.
- Ashley and Danielle met with Bill Pramuk at Alston Park to discuss planting sites and species for upcoming planting season. Eric prepared maps of potential planting areas for the team.

- Danielle dropped off some acorn collection supplies at Connolly Ranch to support youth acorn collection project.
- Danielle worked with Martin to add remaining new planting site polygons and data to GIS monitoring map.
- Danielle fielded questions from a landowner about planting methods. She built and delivered acorn planting cages to landowner.
- Eric, Ali, Ashley, and Bill Pramuk met to prepare a presentation for the UC Master Gardeners Napa chapter.
- Eric prepared and delivered a presentation for the Vintage High AP Environmental Science class.

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

Funder: Land Trust of Napa County

- No activities during this month

### **Measure A - Tuleyome Knoxville Road Assessment**

Funder: Tuleyome through County of Napa Measure A funds.

- This contract is for roughly 4 miles of road assessment, road log development, and equipment oversight during implementation. Road assessment exists on BLM property. Bill completed the 4mi assessment, created treatment map, developed Road logs of treatment recommendations, and sent the materials to Tuleyome staff. Tuleyome is currently scheduling a meeting with BLM staff to discuss the treatment recommendations.

### **Million Trees**

Funder: Private donations

- Lucas, Ali, and Frances had a meeting with the Advisory Committee to provide updates and discuss next steps for fundraising.
- Lucas, Ali, and Frances continued to iteration on the draft grant proposal for 3-year Million Trees workplan for Napa Valley Vintners, and had follow up meetings with the Vintners. Lucas and Ali met with NVV and NCVF regarding combined messaging and to get clarity on the process and timeline going forward.
- Lucas and Ali met with members of the community (Master Gardeners, Paul Asmuth, Anne Cottrell, etc.) regarding the Million Trees Napa program goals and opportunities for collaboration.
- Ali and Ashley met with NVTA regarding mitigation plantings and provided recommendations on planting locations and approaches.
- Frances and Ali had an exploratory call with Plantra regarding materials for plantings, and discussed the possibility of testing new biodegradable tubes when they are available.
- Ruby worked with Main Street Trees and Flood Control District to find select sites for large oaks.

### **NACD Technical Assistance**

Funder: National Association of Conservation Districts & USDA-NRCS

- The Sustainable Ag Team and Frances met to do planning about the Carbon Farm Planning program, and they continued to edit the Napa RCD's CFP template. Template should be ready to share out to regional partners in October.
- Ruby is working with partners such as Xerces, USFWS, Monarch Joint Venture, Western Monarch Soc. Napa Co., on pollinator projects
- Ruby coordinated riparian restoration and tree plantings
- Ruby is coordinating potential riparian restoration for CalTrans mitigation at HCV
- Ruby worked on carbon farm plans and the carbon farm plan template
- Ruby is coordinating monarch work group educational projects
- Ruby completed a monarch survey at 6 project sites
- Ali provided technical support to landowners applying for FMP development and implementation funding through NBFIP.
- Ali drafted contract with Lake RCD for NACD 2022 TA funding.
- Ali coordinated with Mike Jones at UC Cooperative Extension about a potential site visit to 500 acre Angwin property with bark beetles and large tree die off.
- Bill submitted the DRAFT Snowden Coop Forest Management Plan to John Henshaw for review. John believes that the Plan is ready for signing. Bill has sent the Plan off to NRCS forester for his review and signing.

### **NACD Fire**

Funder: National Association of Conservation Districts & USDA-NRCS

- Lucas, Martin, and Frances worked together on planning next steps for the watershed-wide barrier project. They worked on seeking Right-of-Entry Agreements for the South York, Murphy, and Soda Creeks. They worked on organizing all of the input that has been provided to date about design and permitting. They worked to schedule a series of follow-up calls with the Advisory Committee to work towards grant proposals.

### **Napa County PBES Conservation Regulations/ECPA Support**

Funder: Napa County PBES

- No activities during this period.

### **Napa County PBES Forest Health & Fire Resiliency**

Funder: Napa County PBES

- Eric fleshed out a schedule, scope of work, interview questions, and outreach for a high school forest health internship and scheduled interviews with 4 students.
- Lucas met with CA State Parks about their forest enhancement.
- Staff continued to meet with NCFE to explore alignment of our respective organizations and capacity needs.

### **Napa County PBES Watershed Education**

Funder: County of Napa

- Ashley worked with Napa Open Space to put together an educational program for CA Biodiversity Day on September 11. IT was hosted at Bothe-Napa Valley State Park and had 6 attendees.
- Ashley communicated with New Tech HS and will be doing an educational walk and talk on October 18, connecting the Stream Watch program, the importance of community science, and watershed health to their oceanography unit.
- Frances coordinated monthly meeting of Community & Ed team to coordinate on upcoming activities.
- Eric developed a soil and roots STEM learning sequence for middle and high school classes.

### **Napa County PBES Groundwater Assistance**

Funder: County of Napa

- Ashley, Martin, and Frances participated in the monthly Stream Watch Program meeting with County staff to update and continue progress.
- Ashley communicated with volunteers regarding timing of weekly observations, vacation coverage, etc.
- Paul reviewed and processed newly-collected Stream Watch observation data.
- Paul delivered a presentation on Napa RCD's Stream Watch project at the County GSA TAG meeting.

### **Napa County PBES Watershed Monitoring Assistance**

Funder: County of Napa

- No activity this period.

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

Funder: Napa County Flood Control and Water Conservation District

- **Youth Education:** Danielle, Frances, and Eric met to continue to refine the activities, program design, evaluation, and outreach plan for Clean Water Education. Danielle participated in a storywalk family event at Pioneer Park in Calistoga where young students learned how water moves through our watershed and participated in a movement-based water journey activity. Danielle refined activity supplies. Danielle met with teachers and principal of Foothills Elementary School in Angwin who are interested in creek-based education opportunities and creek restoration projects. Danielle coordinated with a few teachers to schedule Watershed Explorers class presentations and walking field trips to be held in October and December.
- **PIP:** Eric submitted text to Soluna Outreach Solutions for Spanish language pet waste pollution prevention outreach. Eric revised outreach messages and assets to be included in

the October RCD newsletter. Eric updated the survey and giveaway to the pet waste outreach Google Site at [bit.ly/petwastenapa](http://bit.ly/petwastenapa)

- **Trash:** Ashley is working with a variety of groups to sort out cleanups, including S-Club in Calistoga, Congregation Beth Shalom for Tu Bishvat, and other groups. Ashley has scheduled a Waterway Keepers Cleanup for October 22 at the Vine Trail Entrance at Hartle Court.
- **Cleanups:** Ashley hosted a site captain training on Sept 3, which included presence from the CA Coastal Commission. Coastal Cleanup Day had a low turnout this year with just 349 attendees. However, those 349 volunteers helped us pick up 3,403lbs of trash, 587lbs of recycling, and 86lbs of compost. Ashley is planning to meet with Mike Pearson of Napa Valley Unified to look into getting the school district involved on a greater level than just Vintage High School. This meeting is scheduled for early October.

### **Napa River and Sonoma Creek Vineyard General Permit (WDRs) Monitoring**

Funder: Napa County Farm Bureau

- Paul coordinated landowner access to bulk sampling sites and began laboratory coordination.
- Paul and Martin continued slope surveys and collection and processing of bulk sediment samples on the mainstem Napa River, with assistance from Gabe and Sonoma Ecology Center.
- Frances coordinated meeting with Bill, Water Board staff and Sonoma RCD staff to review data collected so far as part of road BMP effectiveness monitoring, and the group developed plan for next steps for data collection and analysis.

### **Storm Drain Outfall Monitoring**

Funder: Napa County Flood Control and Water Conservation District

- Paul and Martin completed outfall assessment field work in the City of Napa jurisdiction.
- Paul processed the data and began preparation of the annual report for 2022.

### **Napa River Oakville to Oak Knoll (OVOK) Reach Restoration Project Monitoring**

Funder: Napa County Flood Control and Water Conservation District and California Coastal Conservancy

- No activity this month.

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

Funder: Napa County Flood Control and Water Conservation District

- No activity this month.

### **North Bay Forest Improvement Program**

Funder: Cal Fire Proposition 68 Grant Program (subcontract with Rebuild North Bay Foundation)

- Ali coordinated with landowners regarding contracts.

- Ali coordinated with Operations Committee regarding FMP application batching process, and provided feedback on the template FMP contract.
- Ali coordinated with the Operations Committee to schedule the FMP and Implementation application review and selection meetings.
- Bill submitted 2 projects to NBFIP for implementation, the Snowden and the Garden properties.

## **Regional Forest and Fire Capacity Program**

Funder: Department of Conservation

### *Administration:*

- Ali drafted MOA amendment, received legal feedback, and shared with partners for signatures.
- Ali finalized the SOW template materials for partners and shared a timeline and process for SOW development, and is in the process of scheduling one-on-ones with partners to discuss their SOW development.
- Ali coordinating with partners regarding the upcoming invoicing and provided support to partners regarding previous advances and invoices.
- Ali participated in the monthly RFFC Grantees Podio call.
- Ali coordinated with the Northern Region workgroup regarding our monthly meeting cadence.
- Ali had a check-in meeting with Sarah Rubin and Jamie Fong at DOC regarding outreach/engagement.
- Ali continued coordinating with partners and DOC regarding early action funding being awarded for equipment purchases.
- Ali prepared and facilitated the monthly Lead Partner meeting, and developed plans for the next monthly meeting.
- Ali and Lucas participated in monthly DOC Check-In call, including discussion of additional \$4M in funding anticipated for our block grant and what is needed for contract amendment.
- Ali developed timeline for the Needs Assessment report delivery to partners and began initial data analysis.
- Ali coordinated with Jim Robbins at Alnus Ecological and partners to plan and prepare for the Regional CEQA training.

### *Capacity:*

- Lucas, Ali, Bill, Danielle, and Gabe had an initial meet and greet with Tori Norville, UC Cooperative Extension's Fire Advisor. Ali, Bill, Danielle and Gabe had a follow-up conversation with Tori regarding approaches and learnings for planning and implementing Rx burns.
- Ali managed the interview process for the Forestry Project Manager position, including developing interview materials, managing communications with job candidates and interviewees, and facilitating the final candidate selection and offer process. Lucas extended an offer and we received a signed offer letter.



- Lucas and Ali continued to meet with NCFE to explore alignment of our respective organizations and capacity needs.
- Ali finalized contract with Dogwood Springs Forestry for Suscol FMP, which was executed.
- Ali coordinated with fellow panelists for the CARCD conference and scheduled a planning meeting for early October. The panel was recently accepted.
- Lucas, Ali, and Frances reviewed proposals from two consulting firms to discuss assistance with review and improvement of RCD's financial and project management systems and selected to move forward with BDO FMA.
- Ali enrolled in an SRJC Trees and Shrubs class, and has been attending class weekly.
- Ali participated in CARCD post-fire forum on wood utilization.
- Ali provided information to CARCD and USFS to facilitate the EFRP program in other counties.
- Ali presented to the Open Space District board of directors regarding forest management and the work that we've been doing with OSD at Moore Creek Park.
- Ali, Eric and Ashley met regarding presentation to Master Gardeners.
- Ali and Gabe began developing plans for a Forest Health Workshop Series, and will be sharing these initial ideas with the Napa County Pre-Fire Coordinating Group.
- Napa RCD and NRCS staff participated in monthly coordination meeting.
- Ali and Lucas attended the After the Fire Leadership Summit.
- Ali met with Mike at the Land Trust to discuss planning and implementation partnership opportunities.
- Bill is providing GIS training to Miguel and Danielle so that they can better implement programs.
- Bill submitted 2 projects to NBFIP for implementation, the Snowden and the Garden properties.

### **Salmon and Steelhead Monitoring**

Funders: California Coastal Conservancy, Napa Valley Vintners, Wildlife Conservation Commission, and Gasser Foundation

- Staff meet with the Flood Control District to explore an extension of the Coastal Conservancy grant to provide for 1-2 additional fish monitoring seasons which were curtailed by the past 2 dry seasons.

### **Sulphur Creek Fish Passage Barrier Removal Planning**

Funders: RCD, CDFW, CalTrout

- Frances developed amendment for our MOU with CalTrout to receive additional funding, which will be passed through to WRA, our design consultant, to facilitate completion of 100% design.
- Team met with CDFW staff person regarding the new CEQA Statutory Exemption for Restoration Projects and received examples of successful submissions from Lead Agencies. Team would like to use this approach for the Sulphur project.

- WRA continued working on hydrological model and stream channel design in coordination with CDFW fish passage engineer.

### **USDA NRCS – Contribution Agreement-20**

Funder: NRCS

- Miguel completed 1 DU evaluation.

### **WCB- Carbon farming**

- Miguel made progress on 4 carbon farm plans.
- Ruby worked on carbon farm plans for Napa Green

### **Weed Management Area**

Funder: California Department of Food and Agriculture (subcontract with County of Napa)

- Ashley is working with City of Napa Parks, Land Trust, and private groups to coordinate weed removal activities in the fall.
- Ashley is working with PUC to coordinate a service learning activity that will include invasive plant management. The service day is on Oct 13 and will be at a Linda Falls.

### **Whale Tail Grant- Stream Watch**

Funder: California Coastal Commission

- Ashley met with Daisy at Silverado Creek Apartments and has scheduled the first of our 3 Stream Engagement Events for October 19 from 330-530pm. This first event is in partnership with Napa Valley Community Housing. Ashley made a flyer for the event and has started on materials.

### **WSARE Cover Crops**

Funder: USDA Western SARE (subcontract with UC ANR)

- Nothing to report this period

### **Upper York Creek Dam Removal Monitoring**

Funder: City of St. Helena

- Paul coordinated field work and land access.
- Paul and Martin conducted photo-monitoring surveys and channel cross section surveys at 50 established locations in the York Creek monitoring reaches.
- Paul and Martin began data processing and analysis.

### **Other**

- **Fund Development:**
  - Ashley started gathering info and contacts for a possible Whale Tail Grant supporting the Waterway Keepers program. Ashley and Frances met with Jeff

- Skinner at FCD to talk about the grant, hoping it will support cleanups up valley, along roadways, and also provide funding for partner building in the trash world.
- Frances and Ashley did some work onboarding the org to this year's Give!Guide.
- Danielle submitted a grant application to Save the Redwoods to help fund field trips to Bothe State Park for 2-3 American Canyon classes participating in the Watershed Explorers program. Frances and Eric reviewed and provided edits to application.
- Frances, Danielle, Lucas, and Ashley met with American Canyon Park staff to discuss collaborating on community programs, including volunteer events at Newell and summer camp for youth.
- Ruby and Frances met with CARCD to discuss possibility of applying as part of CARCD block grant for CDFA's new Pollinator Habitat Program funding. CARCD has since decided to not pursue this opportunity.
- Ruby explored pollinator habitat program funding with Lucas and Frances.
- Lucas, Frances, and Ali continued fund development for the Million Trees Napa program.
- Lucas and Miguel worked with the North Coast Soil Hub on an NRCS Grazing Lands Conservation Initiative proposal.
- Lucas met with a group led by UC Davis that is submitting a WSARE proposal to support research, education, and outreach related to sheep-vineyard integration.
- **Communications:**
  - Ashley and Frances put together the monthly newsletter.
  - Ashley made ongoing website maintenance and social media updates.
  - Frances and Ashley participated in Communications Strategy Meeting with Bark Media, our consultant for the regional collaborative project. Frances and Ashley also gave feedback to two new Medium articles, one on 8 ways RCDs help the public and one on our pollinator work.
  - Ashley and Frances are working with Napa-based web designer, WSI, to give our website an overhaul. The new site launched on September 27. Now it is time to make small changes to photos, resources, etc. There are still a few lingering questions for WSI that will get ironed out soon.
- **Community Relations:**
  - Eric continued to lead and facilitate meetings to work on the CARCD JEDI Charter.
  - Frances assisted County Planning with interviews for new Planner II position, who will assist with climate action planning and sustainability initiatives.
  - Frances participated in Climate Action Committee meeting, which provided overview of draft Napa County GHG emissions inventory.
- **Administration:**
  - Frances coordinated first meeting of the Community Engagement Advisory Committee. Committee discussed existing community & youth engagement activities, pursuing development of elevator speech for RCD, as well as conducting community needs assessment, and initiating donor development campaign.

Committee will review existing materials for these items and meet to discuss next steps.

- Frances, Ali, and Lucas participated in CSDA coordinated management training focused on supervising in context of remote work places.
- Community & Ed team went through materials in office in anticipation of move. Materials have been streamlined and organized.
- Ali planned and developed materials for the Forest Health Program Advisory Committee launch meeting.
- Ali drafted updates to the Vehicle Use Policy.
- Ali scheduled an initial planning meeting for the JEDI committee launch.
- Lucas and Eric met with the Governance Committee, follow-up on the overall workplan for the Committee and steps to sustain Board and AD recruitment and outreach in the future.
- Lucas continued to coordinate around the office remodel and acquisition of more office space with NRCS and the landlord.
- Anna and Lucas continued to work with a consultant on the new indirect cost rate proposal.
- Anna and Lucas worked on closing out the fiscal year financials, and continued pre-audit work.
- Lucas worked on organizing a Finance Committee meeting.
- Lucas began working on a 5-year staffing and growth philosophy process, and began to study employee handbooks from other RCDs and special districts.