



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

# AGENDA

**When:** Thursday, February 9, 2023 at 8:00 A.M.

**Where:** Tele/videoconference

Bruce Barge <b>President</b>	Rainer Hoenicke <b>Vice President</b>	Paul Asmuth <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>	Corey Utsurogi <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, February 9, 2023 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/82059392613?pwd=RnFMaFdML2hlUE1vNU8vcjg4SXlldz09>

Meeting ID: 820 5939 2613, Password: 422

Via teleconference at:

(669) 900-9128, Meeting ID: 820 5939 2613

We will accept written public comments received by 4 P.M. on Wednesday, February 8, 2023 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://naparc.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 January 12, 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 January 2023.

## 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. 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. Ratify agreement with Rebuild NorthBay Foundation for administrative services.**

Napa RCD seeks administrative support from Rebuild NorthBay Foundation relating to its implementation of forestry and natural resource conservation projects. The agreement is effective through December 31, 2023. The agreement was executed by Napa RCD's Executive Director on December 19, 2022.

### **B. Ratify Napa RCD Agreement No. 2022021 with Matt Greene Forestry and Biological Consulting.**

Napa RCD wishes to obtain specialized services from Matt Greene Forestry and Biological Consulting to support Napa Valley College in developing a Forest Management Plan for their Mt. Veeder and Clyde Preserves. Funding for this work is sourced from Regional Forest and Fire Capacity Grant Program Agreement No. 3020-1005. The agreement shall

expire on December 31, 2024, and the total amount shall not exceed \$17,000. The agreement was executed by Napa RCD's Executive Director on December 30, 2022.

**C. Ratify Napa RCD Agreement No. 2022024 with Dogwood Springs Forestry.**

Napa RCD wishes to obtain specialized services from Dogwoods Springs Forestry to support the City of Napa in developing a Forest Management Plan for their Lake Hennessey Unit. Funding for this work is sourced from Regional Forest and Fire Capacity Grant Program Agreement No. 3020-1005. The agreement shall expire on December 31, 2024, and the total amount shall not exceed \$23,000. The agreement was executed by Napa RCD's Executive Director on January 12, 2023.

**D. Authorize Board President to execute Property Entry Agreement with the City of Napa.**

Napa RCD requests permission from the City to enter the Lake Hennessey Treatment Facility and Watershed Areas for the purposes of completing a Forest Management Plan as described in Napa RCD Agreement No. 2022024.

## 4. BUSINESS

**A. Presentation and discussion about historical fiscal performance.** *Lucas Patzek*

**B. Discussion and possible action to establish an ad hoc Fund Development Committee.**  
*Lauren Winczewski*

**C. Discussion about the Director vacancy and potential adoption of Resolution 2023-01.**  
*Bruce Barge*

**D. Updates from the Program Advisory Committees.** *Bruce Barge, Frances Knapczyk, Ali Blodorn, Miguel Garcia*

**E. Sharing results from community leader interviews.** *Bruce Barge*

**F. Presentation and discussion about the FY 21-22 Annual Report.** *Frances Knapczyk*

**G. Discussion about the transition to in-person Regular Board Meetings.** *Lucas Patzek*

## 5. 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.

## 6. ADJOURNMENT



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

## MINUTES

**When:** Thursday, January 12, 2023 at 8:00 A.M.

**Where:** Tele/videoconference

Bruce Barge <b>President</b>	Rainer Hoenicke <b>Vice President</b>	Paul Asmuth <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>	Corey Utsurogi <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, January 12, 2023 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 Paul Asmuth, Bruce Barge, Rainer Hoenicke, Jim Lincoln, Bill Pramuk, and Gretchen Stranzl McCann. Associate Directors present included Chris Carpenter, Joseph Nordlinger, Cio Perez, and Matt Reid. RCD staff present included Lucas Patzek, Anna Mattinson, Ali Blodorn, and Frances Knapczyk. Outgoing District Counsel Wendy Dau and incoming District Counsel Corey Utsurogi were present, and Auditor-Controller Tracy Schulze was present. NRCS staff present included Evelyn Denzin and Erika Valek.

#### B. Approval of the agenda

Approved the agenda with the revision of moving agenda item 6B to 5A, and renumbering all following items correspondingly.

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

**C. Approval of meeting minutes**

Approved minutes from the December 8, 2022 regular meeting.

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

**D. Ratification of District bills**

Ratified November and December 2022 bills approved by the Executive Director in the amount of \$206,359.60.

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

**E. Approval of District bills**

Approved regular January 2023 bills in the amount of \$36,657.70.

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

**2. PUBLIC COMMENTS**

There were no public comments.

**3. SET ITEMS OR PUBLIC HEARINGS**

**Presentation, Discussion and Authorization to Accept the 2021-2022 Audit Report.**

Auditor-Controller Tracy Schulze presented draft audit for Fiscal Year 2021-2022 was completed on January 6, 2023 by the Brown Armstrong Accountancy Corporation. It is the opinion of the auditor that the financial statements of the Napa RCD present fairly, in all material respects, the respective financial position of the governmental activities of the Napa RCD as of June 30, 2022, and the financial position for the year ended in conformity with accounting principles generally accepted in the U.S.A. There were no internal control comments or findings.

**4. CONSENT CALENDAR**

Approved consent calendar.

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

**A. Authorize Board President to execute Landowner Design Agreement with Gino Trinchero.**

- B. Authorize Board President to execute Right of Entry Agreement with Fred Seavey of Seavey Vineyard.**
- C. Ratify agreement for interior design services with Interior Spaces.**

## **5 OLD BUSINESS**

### **A. Approval of Associate Director slate.**

Reappointed Matthew Reid and Pierre Washington for another term as Associate Directors.

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

### **B. Governance Committee updates.**

President Bruce Barge and Executive Director Lucas Patzek provided updates from the Governance Committee including update on the open director position recruiting, future protocol for reporting from program advisory committee, status of community leader interviews and direction, and future recommendation to launch an ad hoc fund development committee. They sought director input on the time and location of regular Board meetings once the District returns to normal Brown Act requirements. The feedback included: it's important to maintain hybrid meeting capabilities to maximize participation; the NVTA meeting room works well and the District's conference room does not; a 90-minute length is good; most prefer a morning time; the current Thursday timing works well.

## **6 NEW BUSINESS**

### **A. Presentation and discussion about the California Association of Resource Conservation Districts.**

Director Rainer Hoenicke, who also serves as the Bay-Delta representative on CARCD's Board of Directors, shared that at CARCD's Annual Business Meeting a motion was made to establish a working group to help develop a template applicable for all RCDs throughout the state that takes a landscape-level approach to climate adaptation and GHG emission reductions and/or sequestration mechanisms. CARCD's Deputy Director Nancy Wahl-Scheurich provided an overview about CARCD, including its mission, how its funded, governance structure, and how it assists RCDs. New Executive Director Cam Tredennick had to leave early and is happy to come back and meet the Board at a future date.

### **B. Discussion about 2022 donor development outcomes, including the Give!Guide campaign.**

Program Director Frances Knapczyk presented on the results of 2022 private donor engagement, which totaled \$25,720 in general support/unrestricted donations from private donors. The 2022 Napa Valley Give!Guide yielded \$11,570 raised from 89 donors. Two entities pledged matching funds: Napa RCD Board & Napa Climate Now. Napa RCD also received \$14,150 from 20 donors from website donations and checks.

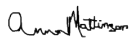
## **7 REPORT FROM EXECUTIVE DIRECTOR, DISTRICT CONSERVATIONIST, AND DIRECTORS' COMMENTS**

Lucas Patzek (Napa RCD Executive Director) and Evelyn Denzin (NRCS District conservationist) provided updates on current Napa RCD and NRCS projects and activities. Director Paul Asmuth shared that quite a few volunteers are signed up to participate in the January 16<sup>th</sup> Community Oak Day at the St Helena Community Forest.

## **8 ADJOURNMENT**

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

Respectfully submitted,



Anna Mattinson, District Secretary

(Zoom Recording)

**AGREEMENT BETWEEN NAPA COUNTY RESOURCE CONSERVATION DISTRICT  
AND REBUILD NORTHBAY FOUNDATION FOR ADMINISTRATIVE SERVICES  
RELATED TO THE NORTH BAY FOREST IMPROVEMENT PROGRAM AND  
REGIONAL CONSERVATION PARTNERSHIP PROGRAM**

THIS AGREEMENT is made and effective this 19th day of December, 2022, by and between the Napa County Resource Conservation District (“District”) and the Rebuild NorthBay Foundation (“RNBF”). The District and RNBF are sometimes referred to herein as the (“Party”) or, collectively, the (“Parties”).

**RECITALS**

WHEREAS, the District is in need of administrative support relating to its implementation of forestry and natural resource conservation projects.

WHEREAS, RNBF has represented to the District that it possesses the necessary skills, qualifications, personnel, and equipment to provide the services identified in this Agreement.

WHEREAS, the District would reimburse RNBF for the time spent relating to administrative and support services relating to ongoing forestry and natural resource conservation projects for the District.

NOW, THEREFORE, based on the foregoing Recitals, the District and RNBF agree as follows:

1. RNBF’ s Obligations. RNBF shall provide the following services to the District:
  - a. Administration. RNBF will provide the District with administrative and support services for the District’s ongoing forestry and natural resource conservation projects on an as-needed basis. District staff will assign tasks to RNBF staff on as as-needed basis and will take into account RNBF staff availability given their workload relating to other programs. Administrative support may include tasks such as invoicing, processing and budget tracking, project tracking, material development, communications, partner coordination, scheduling, and other administrative tasks, as-needed. Other support services may include tasks such as supporting



technical staff with forest field inventories or project monitoring or supporting the development of educational materials. RNBF staff time allocated to the support of District projects will be compensated as set forth in Provision 3 of the Agreement.

b. Insurance. RNBF shall maintain comprehensive general liability and automobile insurance policies in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence for all coverages and naming the District as additional insureds. RNBF shall also maintain Workers' Compensation Insurance for its employees and agents with limits as prescribed by law. RNBF waives all subrogation rights against the District. Written evidence in a form acceptable to the District of all insurance coverages shall be provided to the District. All such insurance policies shall be issued by a highly rated insurer with a minimum A.M. BEST's Insurance Guide rating of "A:VII" and shall be licensed and admitted to do business in the State of California. Each policy shall provide that such policy cannot be cancelled or amended without thirty (30) days prior written notice to the District.

c. Indemnification. Subject to any other obligation of the District, RNBF shall fully indemnify and save the District free and harmless from any and all claims, demands, losses and/or liabilities of any kind or nature, asserted or otherwise, that may arise from, be occasioned by, or be otherwise related to, the performance or nonperformance by RNBF of the services, duties, and obligations provided for in this Agreement. In the event RNBF retains the services of a subcontractor to assist RNBF in the performance of its duties, RNBF shall require the subcontractor to procure and maintain a policy of public liability and property damage insurance, at its sole cost and expense, adequate to protect the District.

2. Performance of RNBF's Obligations.

a. Location of Services. Whenever possible, all services to be provided by RNBF under this Agreement shall be carried out from its offices. To the extent that these services must be carried out on District property, the District shall provide RNBF employees with occasional desk space at its District office, located at: 1303 Jefferson Street, Suite 500B, Napa, CA 94559.

b. RNBF Employees. When appropriate, RNBF shall assign some of its employees to perform the obligations set forth in Section 1 of this Agreement ("RNBF Obligations"). The parties acknowledge and agree that at all times RNBF Employees shall remain

under the exclusive control of the RNBF. The District shall not have any right to control the manner or means in which the RNBF Employees perform services under this Agreement. Rather, RNBF shall have the sole and exclusive authority to do the following:

(i) Make decisions regarding the hiring, retention, discipline or termination of RNBF Employees. The District will have no discretion over these functions;

(ii) Determine the wages to be paid to RNBF Employees, including any pay increases. These amounts shall be determined in accordance with RNBF's published publicly available pay schedule and shall be subject to changes thereto approved by the RNBF board of directors;

(iii) Set the benefits of RNBF Employees, including health and welfare benefits, retirement benefits and leave accruals in accordance with RNBF policies;

(iv) Evaluate the performance of RNBF Employees through performance evaluations performed by a management level employee that reports directly to the RNBF General Manager or the RNBF board of directors; and

(v) Perform all other functions related to the service, compensation or benefits of the RNBF Employees assigned to perform services under this Agreement.

3. RNBF's Compensation. For services rendered and materials provided by RNBF pursuant to this Agreement, RNBF shall be compensated as follows:

a. Labor. District shall pay cost to RNBF of necessary labor at the hourly labor rates at the hourly rate schedule is attached hereto as Exhibit "A." In the event that RNBF's costs for wages, benefits or indirect cost rates change as a result of collective bargaining or negotiated increase, RNBF shall provide the District with thirty (30) days written notice in advance of such increases, and if approved by the District, the rates shown in Exhibit "A" will be amended accordingly;

b. Non-Personnel Expenses. The actual cost of expenses related to fulfilling administrative and support services authorized by the District, including mileage reimbursement for travel to District's office and project locations, materials, and minor supplies; and

c. Not-To-Exceed Amount. The total of all such costs and expenses shall not exceed the District's fiscal year budget for such compensation. RNBF shall keep a record of all services performed.

d. Invoicing. RNBF shall submit monthly invoices to the District by the fifth day of the month for all services rendered thirty (30) days prior. RNBF shall provide documentation supporting its invoices including, but not limited to, a summary of expenses and other costs, such as mileage receipts, if applicable. Once received, the District shall have forty-five (45) days to disperse payment to RNBF for services rendered.

4. Miscellaneous.

a. Commencement and Termination of Services. RNBF shall begin providing services under this Agreement beginning December 19, 2022, and shall continue to perform the services required hereunder through December 31, 2023; provided, however, that either Party may terminate this Agreement, with or without cause, upon ninety (90) days prior written notice.

b. Compliance with Law. RNBF shall comply with all applicable federal, state, and local laws, rules, and regulations. If compliance is impossible for reasons beyond its control, RNBF shall immediately notify the District in writing of the fact and the reasons therefor.

c. Independent Contractor. RNBF shall perform the services required under this Agreement as an independent contractor. RNBF employees assigned to provide services under this Agreement on behalf of RNBF shall under the exclusive control of RNBF and shall remain employees of RNBF and not as an employee of District.

d. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

e. Dispute Resolution. Unless the Parties enter into a written stipulation to the contrary, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral,

impartial mediation service that the Parties mutually agree upon in accordance with its rules for such mediation.

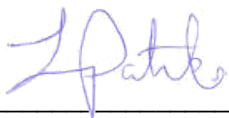
f. Assignment. Neither this Agreement nor any of the duties or obligations hereunder shall be assigned by RNBF without the prior written consent of the District.

g. Further Acts. Each Party agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

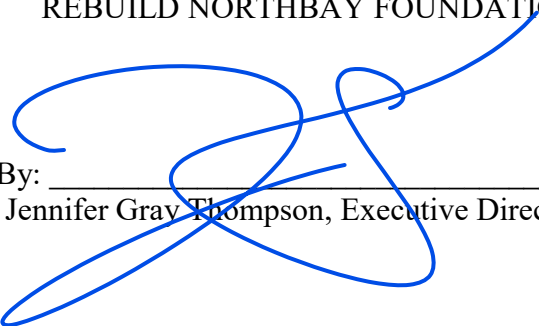
h. Amendment. This Agreement may be amended in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date first above written.

NAPA COUNTY RESOURCE CONSERVATION DISTRICT

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

REBUILD NORTHBAY FOUNDATION

By:   
\_\_\_\_\_  
Jennifer Gray Thompson, Executive Director

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT  
AGREEMENT NO. 2022034**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 15<sup>th</sup> day of December, 2022, by and between the NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as "NCRCD," and Matt Greene Forestry & Biological Consulting, whose business address is 35640 Hauser Bridge Road, Cazadero, California 95421, 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 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 wishes to obtain specialized services from CONTRACTOR to support the execution of a Forest Management Plan (hereinafter referred to as a "FMP") for Napa Valley College's Mount Veeder Nature Preserve and Clyde Preserve.

**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 December 15, 2022, and shall expire on December 31, 2024, 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 SEVENTEEN THOUSAND DOLLARS (\$17,000.00) 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:

**Ownership of Work Product.** NCRCD acknowledges that all original papers, documents, spreadsheets, maps, and other work products whether electronic or hard copy (“Work Product”) produced by CONTRACTOR pursuant to this Agreement, shall remain the property of CONTRACTOR. NCRCD shall have the license to use the final documents for the purposes set forth in Scope of Work and any documents which are required to be filed with public agencies shall become public documents. CONTRACTOR shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of NCRCD. NCRCD further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as NCRCD is not in default pursuant to the terms and conditions of this Agreement and NCRCD has performed all obligations under this Agreement. Except in the event of NCRCD’s uncured material default, NCRCD’s license to utilize the final documents shall survive the expiration or termination of this Agreement. Should NCRCD’s obligations under this Agreement be fully performed, NCRCD’s license to utilize the final documents as described herein shall be irrevocable.

**Use of Work Product.** NCRCD agrees not to use or permit any other person to use Work Product prepared by CONTRACTOR, which Work Product is not final and which is not signed, and stamped or sealed by CONTRACTOR. NCRCD agrees that CONTRACTOR is not responsible for any such use of non-final Work Product and waives any right to claim liability against CONTRACTOR therefore. NCRCD further agrees that final Work Product is for the sole use of NCRCD and Napa Valley College for the specified purpose described in Exhibit A of this Agreement. Such final Work Product may not be altered nor used on any other project or for any other purposes than as specifically authorized by CONTRACTOR in writing prior to any such use, alteration, or reproduction.

**Changes in Work Product.** In the event NCRCD makes changes to CONTRACTOR’S written work product or plans prepared pursuant to this Agreement, which CONTRACTOR has not approved or ratified, NCRCD acknowledges that such changes and the effects thereof are not the responsibility of CONTRACTOR. NCRCD agrees that CONTRACTOR is automatically released from any and all liability arising there from and further agrees to defend, indemnify and hold harmless CONTRACTOR, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising out of such changed document.

(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  
Matt Greene, RPF 2747, Owner  
Matt Greene Forestry and Biological Consulting  
35640 Hauser Bridge Road  
Cazadero, CA 95421  
707-847-3905  
[calforestry@gmail.com](mailto:calforestry@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.

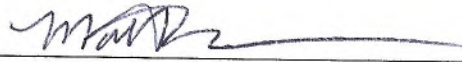
21. **Access to Records/Retention.** NCRCD, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, 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

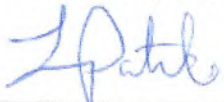
the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

“CONTRACTOR” MATT GREENE FORESTRY AND BIOLOGICAL CONSULTING

By:  Date: 1-20-23  
MATT GREENE, RPF 2747, Owner

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

By:  Date: 12/30/2022  
LUCAS PATZEK, Executive Director

APPROVED AS TO FORM  
RCD Legal Counsel  
By: Wendy M. Dau  
Deputy County Counsel  
Date: Dec. 30, 2022

**EXHIBIT "A"**

**SCOPE OF WORK**

CONTRACTOR shall provide NCRCD with the following services:

**I. SCOPE OF WORK.**

CONTRACTOR is being brought on to lead the development of a Forest Management Plan for Napa Valley College’s Mount Veeder Nature Preserve and Clyde Preserve (together the “Properties”). The Mount Veeder Nature Preserve (027-310-024-000) is an approximately 160 acre property given to Napa Valley College in 1980 from the Nature Conservancy. The nearby Clyde Preserve (027-070-035-000) is a 40 acre property given to Napa Valley College by the Land Trust of Napa County. The college wishes to have a Forest Management Plan developed for the Properties in order to provide direction for forest improvement activities that will maintain the property in an ecologically healthy and natural condition in keeping with the Land Stewardship Agreement between the Nature Conservancy and Napa Valley College.

CONTRACTOR will work in collaboration with NCRCD and Napa Valley College to develop the Forest Management Plan.

The preparation for the Forest Management Plan will begin with the development of goals and objectives for the property in conjunction with Napa Valley College. This will be followed by an inventory of both existing forest conditions, a preliminary road assessment, and assessment of biological, botanical, and cultural resources. This data, along with information gathered through online databases, such as the Web Soil Survey, California Native Plants Society’s Rare Threatened and Endangered Plants Inventory, and California Natural Diversity Database, will be used to describe existing conditions and identify any sensitive biological and/or cultural resources. This information will be used to develop proposed management treatments to achieve desired future conditions aligned with Napa Valley College’s goals and objectives.

CONTRACTOR will work with NCRCD to build in training opportunities for NCRCD staff, including building in up to 2 days for forest inventory training and opportunities for NCRCD staff to shadow and support plan development.

**Deliverables:**

**II. PROJECT SCHEDULE.**

Table 2-1 provides an estimated timeline for the Forest Management Plan development. This timeline may be extended based on availability of Napa Valley College representatives for meetings and/or site access limitations.

Table 2-1. Proposed Schedule

Forest Manage Plan Development	6 months
NCRCD Forest Inventory Training	2 days



NCRCDD Shadowing & Support with Plan Development	Ongoing
--------------------------------------------------	---------

**III. DELIVERABLES.**

A complete Forest Management Plan fulfilling all requirements put forth by the California Cooperative Forest Management Plan template and tailored to Napa Valley College’s goals and objectives. The Forest Management Plan will include a summary of forest inventory and road assessment results. Recommended treatments will be identified along with sufficient detail to aid in the writing of forest stand improvement or fuel reduction grant applications.

**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 NCRCDD 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 \$17,000.00. Expenses may include labor (billed at an hourly rate according to Rate Sheet below) and vehicle mileage reimbursement, cultural records checks, as well as other Project specific expenses for which CONTRACTOR receives pre-approval from NCRCD.

**Rate Sheet**

<b>Personnel</b>	<b>Hourly Rate</b>
Matt Greene, Registered Professional Forester	\$110.00
Kirsten Sequoia, Registered Professional Forester	\$90.00
Mark Ogren, Forester	\$75.00
TBD, Technician	\$50.00

**Vehicle Mileage Rate**

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>

**Cultural Records Check**

Matt Greene Forestry & Biological Consulting will conduct a records check with the Northwest Information Center for known and recorded historical and cultural resources. This request will be included within the FMP at cost of the request from the IC.

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT  
AGREEMENT NO. 2022024**

**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 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 agreed to support the City of Napa in developing a Forest Management Plan (hereinafter referred to as "FMP") for their Lake Hennessey Unit; and

**WHEREAS**, NCRCD wishes to obtain specialized services from CONTRACTOR to support the execution of the Lake Hennessey Unit 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, 2024, 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 TWENTY-THREE THOUSAND DOLLARS (\$23,000.00) 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: January 10, 2023  
JOHN NICKERSON, Owner

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

By: Lucas Patzek Date: January 12, 2023  
LUCAS PATZEK, Executive Director

**EXHIBIT "A"**

**SCOPE OF WORK**

CONTRACTOR shall provide NCRCD with the following services:

**I. SCOPE OF WORK.**

CONTRACTOR is being brought on to lead the development of a Forest Management Plan (FMP) for the City of Napa’s Lake Hennessey Unit. Lake Hennessey is the major local water source for the City of Napa system. Located approximately 13 miles north of the City, the Lake Hennessey reservoir was formed in 1946 with construction of Conn Dam, allowing storage of water from Conn Creek, which is a tributary of the Napa River. The natural vegetation communities surrounding Lake Hennessey consist of grasslands, chaparral, oak savannah, and oak forests. The City of Napa wishes to have a Forest Management Plan developed in order to provide direction for forest management activities that will increase forest health and wildfire resilience, protecting critical infrastructure.

CONTRACTOR will work in collaboration with NCRCD and the City of Napa to develop the FMP.

The preparation of the FMP will begin with the development of goals and objectives for the property in conjunction with the City of Napa. This will be followed by an inventory of both existing forest conditions, a preliminary road assessment, and assessment of biological, botanical, and cultural resources. This data, along with information gathered through online databases, such as the Web Soil Survey, California Native Plants Society’s Rare Threatened and Endangered Plants Inventory, and California Natural Diversity Database, will be used to describe existing conditions and identify any sensitive biological and/or cultural resources. This information will be used to develop proposed management treatments to achieve desired future conditions aligned with City of Napa’s goals and objectives.

CONTRACTOR will work with NCRCD to build in opportunities for NCRCD staff training and development, including and opportunities for NCRCD staff to shadow and support plan development.

**II. PROJECT SCHEDULE.**

Table 2-1 provides an estimated project timeline. This timeline may be extended based on availability of the City of Napa for site visits and/or discussions of management objectives.

Table 2-1. Proposed Schedule

Field Work	1/9/23 – 6/30/23
Data Analysis	1/9/23 – 6/30/23
Report Writing	1/9/23 – 6/30/23
Final Report	7/1/23 – 9/30/23
NCRCD Shadowing & Support with FMP Development	Ongoing

### **III. DELIVERABLES.**

A complete Forest Management Plan fulfilling all requirements put forth by the California Cooperative Forest Management Plan template and tailored to City of Napa's goals and objectives. The Forest Management Plan will include a summary of inventory and assessment results, including but not limited to an assessment of biological (botanical/vegetation, wildlife) resources, cultural resources, soils analysis, watercourses and wetlands, and timber market assessment. Recommended treatments will be identified along with sufficient detail to aid in the writing of forest stand improvement or fuel reduction grant applications.

### **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 \$23,000.00. The cost estimate to complete this scope of work is \$23,000.00. Expenses may include labor (billed at an hourly rate), vehicle mileage reimbursement, cultural records checks, subcontractors needed to provide key inputs into the FMP (biological and cultural resources assessments, equipment specialist), and 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>

**PROPERTY ENTRY AGREEMENT  
ONTO CITY PROPERTY  
Forestry Management Plan**

This Property Entry Agreement (hereinafter "Agreement") is made and entered into by and between the City of Napa, a municipal corporation (hereinafter "City"), and Napa County Resource Conservation District (hereinafter "Permittee") dated this \_\_\_\_ day of February, 2023. City and Permittee may be collectively referred to herein as the "parties."

**RECITALS**

A. The City is the owner of the real property located in the City of Napa, generally described as Lake Hennessey Treatment Facility and Watershed Areas, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "Premises").

B. The Permittee has requested permission from the City to enter the Premises for the purposes identified in this Agreement in return for the City's agreement to perform in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties hereby agree as follows:

1. **PERMISSION TO ENTER.** The City hereby grants permission to the Permittee (including its officers, employees, agents, and contractors) to enter the Premises in accordance with the terms of this Agreement for the purpose of conducting forest inventories and field surveys (e.g., biological and cultural surveys) ("Field Surveys") to develop a Forest Management Plan. The Forest Management Plan will provide City with a detailed overview of forest management objectives and recommended treatments to reduce risk of damage from wildfires.

2. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement by the parties, and shall terminate on December 31, 2025 or until the Field Surveys are completed, whichever occurs first. In the event Permittee shall continue in possession of the Premises after the termination of this Agreement, such possession shall not be considered a renewal of this Agreement. After the termination of this Agreement, Permittee shall vacate the Premises upon 48-hour notice from City.

3. **PAYMENT FOR USE.** Permittee shall pay City \$0.00 prior to entry onto the Premises.

4. **LIMITATIONS ON PERMITTEE'S USE OF CITY PROPERTY.**

A. Permittee's rights under this Agreement shall be a revocable non-exclusive right to use the Premises ("as is") for the sole purpose identified in Section 1, above, of this Agreement. The City's permission to Permittee to use the Premises in accordance with this Agreement shall not create any right, title, or interest in the Premises. The Permittee's rights under this Agreement shall be subordinate to the rights of the City to use the Premises for any legitimate public purpose. Additionally, this Agreement may be terminate by the City without cause upon fifteen (15) days written notice to the Permittee. In determining the Permittee's rights and responsibilities under this Agreement, the Permittee shall take direction from the City's Authorized Representatives: the City Manager, the City Engineer, and any of their authorized designees.

B. The Permittee's rights to use the Premises in accordance with this Agreement shall be subject to any other property rights held by other parties. The City makes no representation or guaranty to the Permittee regarding the extent of the City's property interest in the Premises, relative to the rights of other parties to use the same Premises, and relative to the Permittee's proposed uses of the Premises.



C. The Permittee shall, at its sole cost and expense, repair any damage arising out of Permittee's entry on the Premises, and Permittee shall restore the Premises to a condition equal to or better than the condition which existed prior to Permittee's entry on the Premises. Permittee shall reimburse the City for any costs incurred to cure a breach of Permittee's obligations under this Agreement.

5. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of the requirements of this Agreement.

6. **RELATIONSHIP BETWEEN THE PARTIES.** Permittee is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or contractors, including any negligent acts or omissions. Permittee is not City's agent and shall have no authority to act on behalf of the City or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Permittee.

7. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.**

A. **Permits and Licenses.** The Permittee shall, at the Permittee's expense, obtain and maintain all necessary permits and licenses for the performance of the Work.

B. **Compliance with Law.** The Permittee shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement.

8. **INSURANCE.** Without limiting Permittee's indemnification provided herein, Permittee shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Permittee, its agents, employees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000.00 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(1) The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Permittee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

B. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

C. Worker's Compensation insurance meeting statutory limits of Labor Code which policy shall [contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and] provide for thirty (30) days prior written notice to City in the event of cancellation. If Permittee has no employees, Permittee may sign and file the following certification in lieu of insurance:

*"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers'*

*compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."*

D. Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000.00 combined single limit (CSL). If insurance is written on a claim-made basis, Permittee agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.

E. Permittee shall furnish City with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on forms provided by City or as approved by City Attorney. Any deductible or self-insured retention over \$100,000.00 shall be disclosed to and approved by City. If Permittee does not keep all required insurance policies in full force and effect, City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

9. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Permittee shall immediately notify the City Risk Manager's office by telephone at 707-257-9505, and Permittee shall promptly submit to the City's Risk Manager and the City's Authorized Representative a written report (in a form acceptable to City) with the following information:

A. A detailed description of the damage (including the name and address of the injured or deceased person(s) and a description of damaged property;

B. Name and address of witnesses; and

C. Name and address of any potential insurance companies.

10. **INDEMNIFICATION.** To the full extent permitted by law, Permittee shall indemnify, hold harmless, release and defend City, its officers, employees, and agents, from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Permittee, in whole or in part, arising out of Permittee's activities hereunder, including the activities of other persons employed or utilized by Permittee in the performance of this Agreement (including design defects and regardless of City's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of City. If the adjudicated or admitted sole negligence or willful misconduct of City has contributed to a loss, Permittee shall not be obligated to indemnify City for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Permittee under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Permittee.

11. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Permittee's duties be delegated without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

12. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of:

- A. Actual receipt by a party's Authorized Representative, or
- B. Actual receipt at the address designated below, or
- C. Three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below.

The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO CITY: Joy Eldredge  
Utilities Department  
CITY OF NAPA  
P.O. Box 660  
NAPA, CA 94559-0660

TO PERMITTEE: Anna Mattinson  
Napa County Resource Conservation District  
1303 Jefferson, Suite 500B  
Napa, CA 94559

14. **GENERAL PROVISIONS.**

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

F. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

G. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Contractor and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF NAPA:**

\_\_\_\_\_  
*(Signature)*

Philip Brun, Utilities Director  
*(Type name and title)*

**ATTEST:**

\_\_\_\_\_  
*(Signature)*

Tiffany Carranza, City Clerk  
*(Type name and title)*

**COUNTERSIGNED:**

\_\_\_\_\_  
*(Signature)*

Joy Riesenberg, City Auditor  
*(Type name and title)*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*(Signature)*

Michael W. Barrett, City Attorney  
*(Type name and title)*

**PERMITTEE:**

Napa County Resource Conservation District

By:

\_\_\_\_\_  
*(Signature)*

Bruce Barge, President, Board of Directors  
*(Type name and title)*

By:

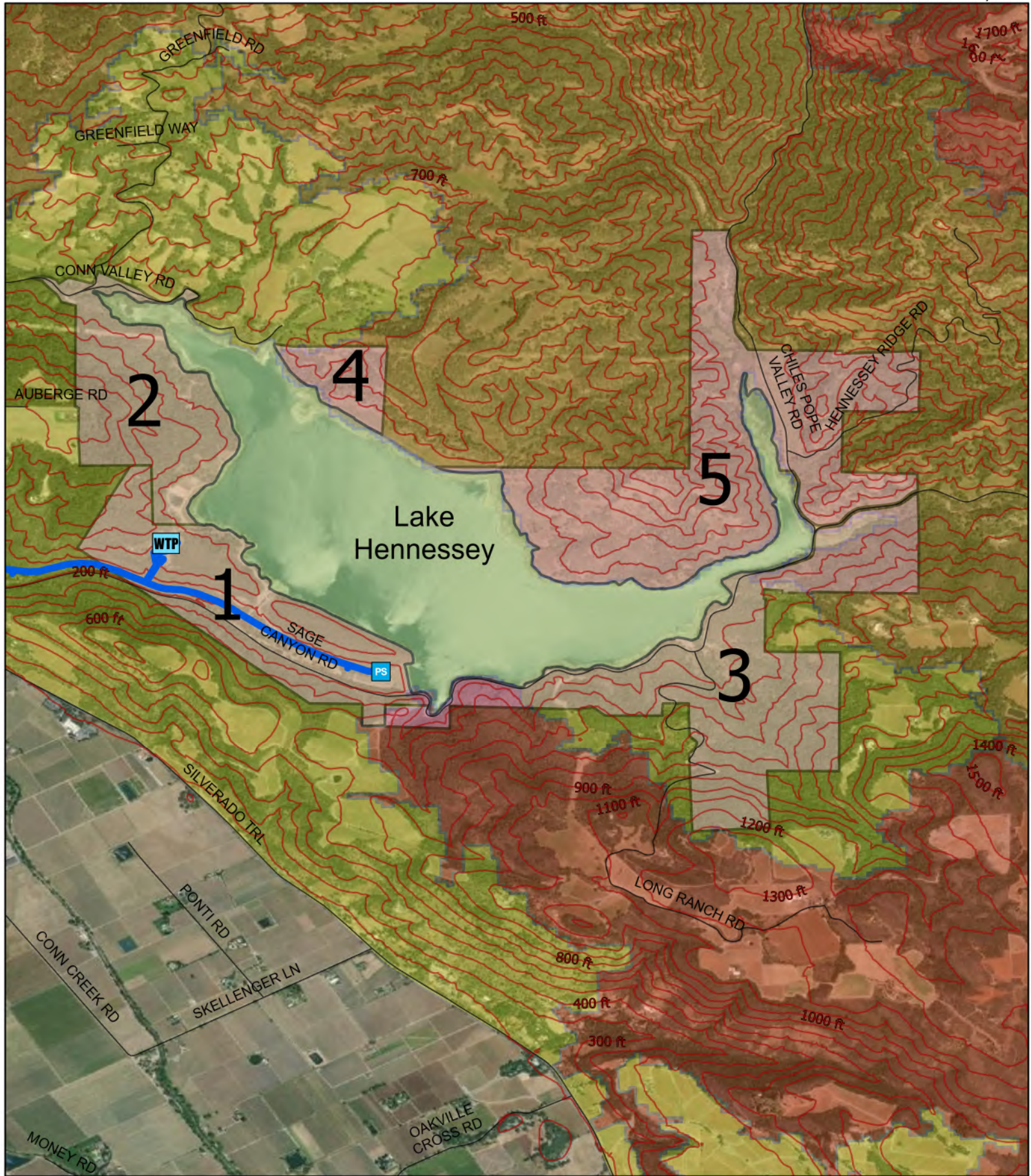
\_\_\_\_\_  
*(Signature)*

Anna Mattinson, District Secretary  
*(Type name and title)*

\*Corporation, partnership, limited liability corporation, sole proprietorship, etc.

Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.









-  Pump Station
  -  Water Treatment Plant
  -  Conn Line - Above Ground Pipeline
  -  Vegetation Management Priority Units
- 0 2,000 4,000 6,000 8,000 10,000
- Scale in Feet

Exhibit A  
**City of Napa Water Division**

**Lake Hennessey Watershed Vegetation Management  
 Priority Units 1-5**



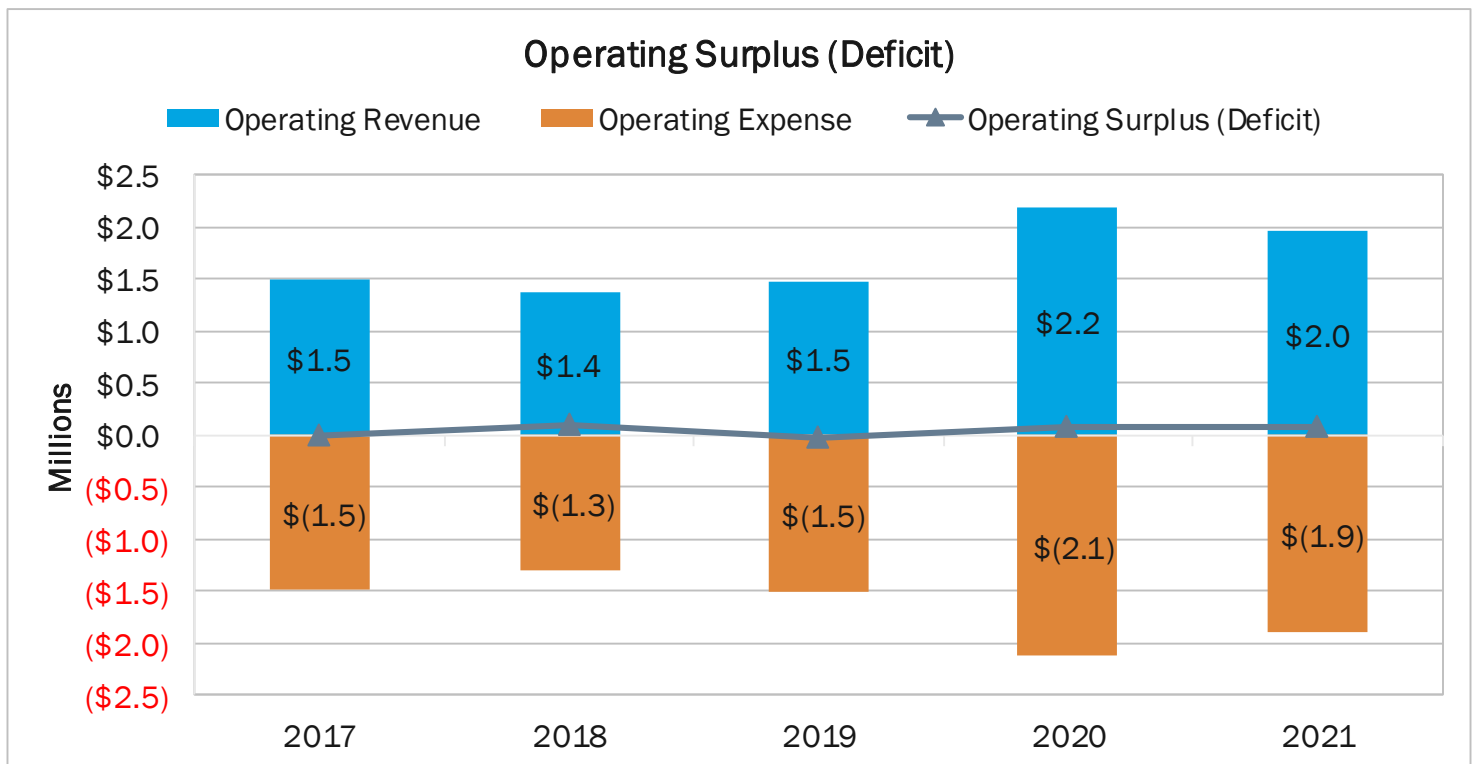
# Historical Financial Performance

This analysis examines the RCD’s financial performance as reported in audited financial statements for fiscal years 2017 to 2021. The data for these financial metrics come from pages 11 and 13 from each year’s audited financials.

## Operating Results Metrics

**Operating results** are the key source of accumulation or depletion of reserves, signaling the sustainability of an organization’s business model. Operating results are the difference between unrestricted revenue and expense. This metric does not include revenue with restrictions that have yet to be satisfied (either time or purpose from a donor) and thus not yet available to spend. The following graphs show operating results trends, including operating revenue, operating expenses, and operating surpluses (or deficits) over time.

- ▶ From FY17 to FY21, both operating revenue and expenses increased. In FY21 operating revenue and expenses decreased from FY20 which is attributed to delays in project(s) commencement and completion resulting from the COVID-19 pandemic.
- ▶ From FY17 to FY21, the RCD maintained a modest operating surplus except for FY19 with an operating deficit of \$14,919. As the RCD looks towards the future, it will be important to continue with the trend of ensuring a business model that can generate sufficient operating revenue to cover expenses.



## Liquidity Metrics

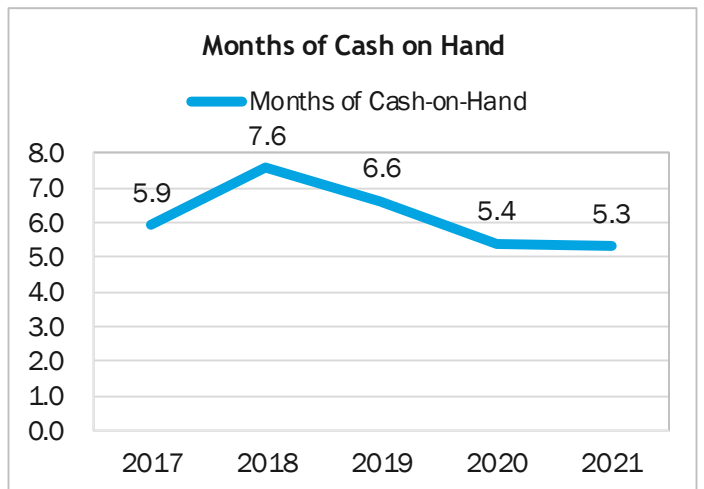
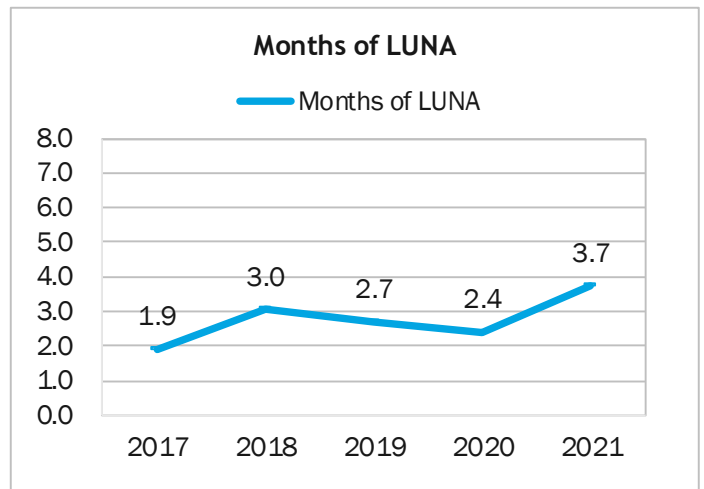
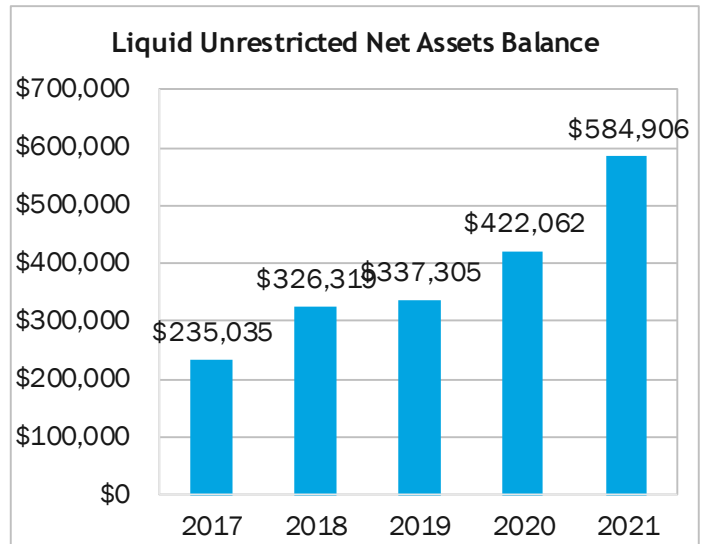
In addition to operating results, another important measure of the financial health of an organization is the amount of **Liquid Unrestricted Net Assets (LUNA)** or “**operating reserves,**” consisting of the resources an organization has on hand once the illiquid portion of its Unrestricted Net Assets balance is removed. The remaining balance is not restricted to specific purposes or time periods by the terms of contributions, grants, or contracts, and can be quickly converted to cash.

**Months of LUNA** shows the amount of unrestricted net assets available to cover operating deficits, maintain assets, weather downturns, or pursue opportunities like new program development and their inherent risk. Calculated as a percentage of average monthly operating expenses, a healthy benchmark is 3-6 months but can be different based on each organization’s needs and strategic priorities. In determining a LUNA goal, organizations should consider the organizational risk tolerance and strategic goals for their organizations.

- ▶ The RCD’s LUNA balance in FY21 was \$584,906 which was enough to cover 3.7 of monthly operating expenses. This provides a healthy cushion against unforeseen risk or in support of new opportunities. Both the total LUNA balance and the months of LUNA has increased steadily over the 5-year period.

Additionally, **Months of Cash on Hand** is a critical measure of liquidity reflecting cash and cash equivalents divided by monthly operating expenses. Unlike LUNA, cash on hand can include unrestricted and restricted cash. Months of Cash on Hand are calculated as a percentage of average monthly operating expenses.

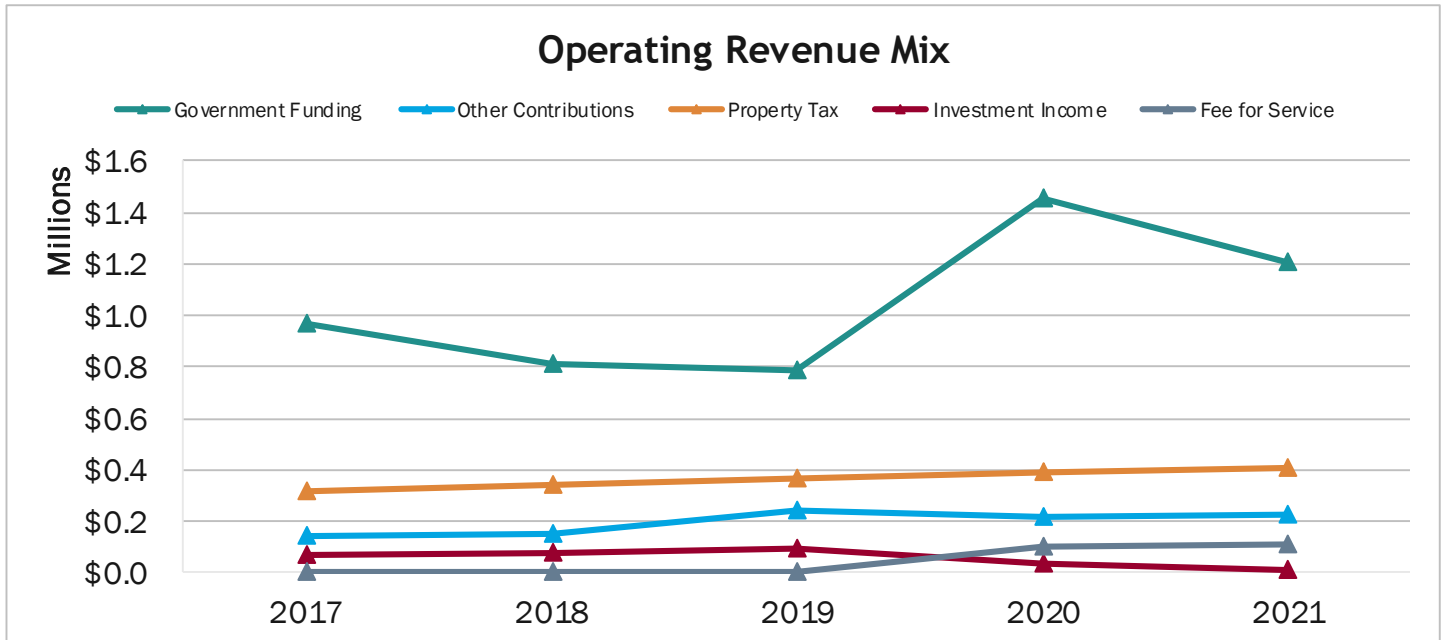
- ▶ The RCD’s Cash on Hand in FY21 was sufficient to cover 5.3 months of operating expenses. With a heavily government funded business model, having 5 months of Cash on Hand is helpful to cover periods of waiting for invoices to be paid. A more detailed cashflow analysis, however, may be helpful to determine periods of low cashflow. A possible solution to increasing cash on hand, is to invoice funding sources more frequently.



## Business Model Metrics

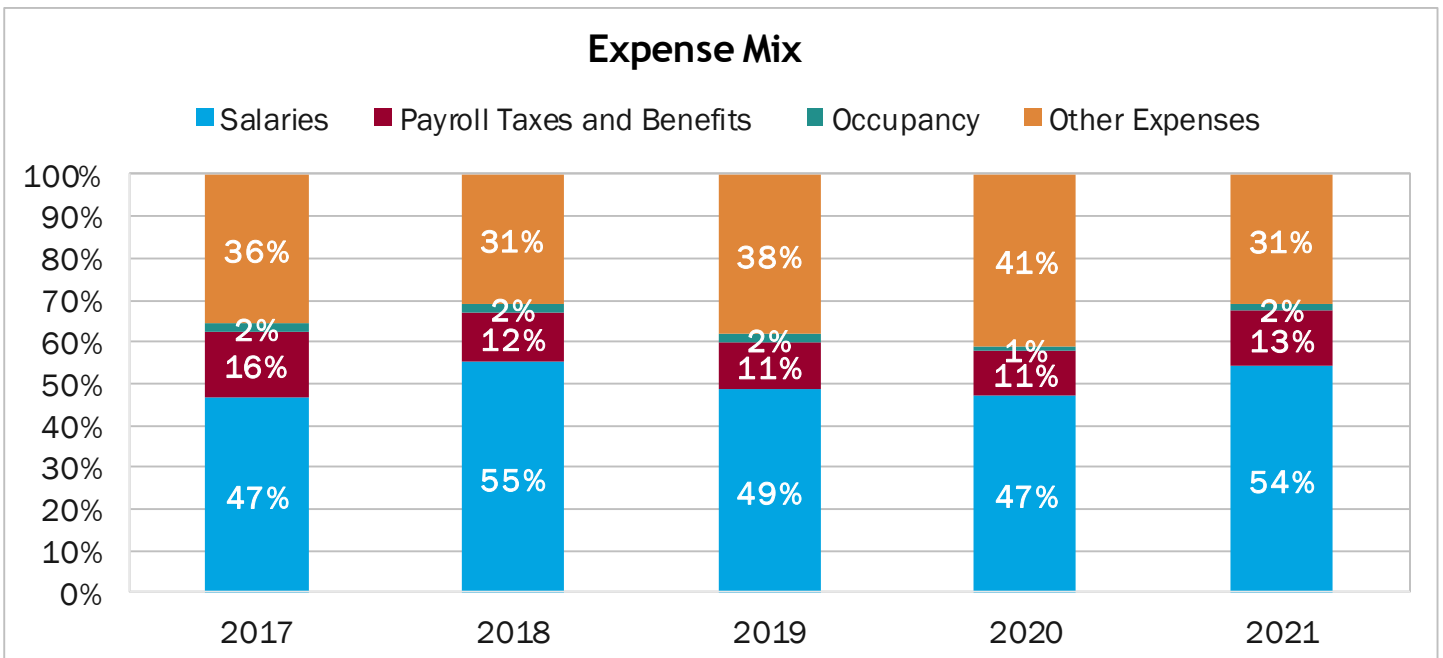
A nonprofit’s business model describes how an organization creates, delivers, and funds its impact. Understanding key revenue and expense drivers can help provide insights into an organization’s business model.

- ▶ The Operating Revenue Mix graph shows trends in RCD’s revenue mix over time. Government funding comprises the majority of RCD’s funding. In FY21, government funding made up 62% of total revenue. Property tax revenue was the second leading source of revenue and totaled 21% of FY21’s revenues. In FY20 and FY21, RCD developed a fee for service revenue stream. For heavily government funded organizations, having a reliable secondary revenue stream can be helpful during times of low cashflow.



Expense mix may vary based on organizational focus and life stage.

- ▶ Like most organizations, the RCD’s largest expense are salaries and benefits. For the past few years, only approximately a third of expenses are those not attributed to salaries, benefits, occupancy, or depreciation.





# Recommend Ad-Hoc Committee for Fund Development

## Rationale

- RCD could greatly benefit from a larger “unrestricted” budget not tied to specific scope/deliverables
- Some exists today (e.g., Give Guide, donations) but the amount raised is limited, and fundraising lacks a focus
- Community Engagement and Education is a Program area, which is distinct from fund-raising
- Fund-raising takes a special skillset and mindset.
- Past ad-hoc committees have worked well to design strategies and processes

## Recommendation

- Create an ad-hoc Committee to set the strategy and structure for future RCD fundraising
- Title: Fund Development
- Recruit Directors/AD’s/staff with specific interest and experience
- After design work is completed, transition to either permanent committee, contractor or new staff to work with volunteers to execute fundraising activities

**After consideration, we welcome a vote to establish this ad-hoc Committee**

# Design Considerations

## Potential Scope

- Strategy for potential funding sources, activities, metrics, etc.
  - Messaging/storytelling/branding
  - Private donors
  - Corporate donors
  - Sponsorships
  - Complementary to but separate from funding initiatives like 1 Million Trees or Vintners
  - Grant-writing
  - Events
  - Social media/website
- Leverage past training/fund development materials and best practices from other Napa organizations or consultants
- Recommendation for post-Committee fund development structure: standing committee, vendor, staff, transition plan

## Next Steps

- Gain Board approval
- Recruit members to ad hoc sub-committee, to confirm and complete scope.
- Launch sub-committee and set up periodic reporting back to full Board
- Connect with Program leads to identify “wish lists” of funding priorities
- Develop RCD Fund Development strategy, structure and 2023-2024 plan for Board approval
- Help recruit the longer-term structure to implement the strategy and plan



A Tradition of Stewardship  
A Commitment to Service

## County Executive Office

1195 Third St.  
Suite 310  
Napa, CA 94559  
[www.countyofnapa.org](http://www.countyofnapa.org)

Main: (707) 253-4421  
Fax: (707) 253-4176

**David Morrison**  
Interim County Executive Officer

### **FOR IMMEDIATE RELEASE** **November 14, 2022**

**Contact:** Neha Hoskins  
Boards, Committees & Commissions  
**Email:** [clerkoftheboard@countyofnapa.org](mailto:clerkoftheboard@countyofnapa.org)  
**Phone:** 707-253-4580

### **Applicants sought for Napa County Resource Conservation District's Board of Directors**

Napa, CA – The County Executive Officer announces one (1) opening on the **Napa County Resource Conservation District's Board of Directors**, with the terms of office to commence upon appointment and expire November 29, 2024. The District is governed by seven directors.

#### ***The recruitment will remain open until filled.***

The Napa County Resource Conservation District Board has requested that the Napa County Board of Supervisors make this appointment under Public Resources Code sections 9314 and 9316 in lieu of holding an election. The District's mission is to support and empower everyone in Napa County to conserve, protect, and restore natural resources and sustainably manage working lands.

Interested applicants must be registered voters in the State, must reside within the District, must either own real property in the District or act as the designated agent of a resident land owner within the District, or have served for at least two years as an associate director of the District providing advisory or other assistance to the Board of Directors, must not hold an incompatible public agency position during the term of office, and must demonstrate an interest in soil and water conservation. Access the District's Strategic Plan and learn more about its programs here: <https://naparcd.org>.

Anyone interested in consideration for appointment must submit a completed application form. Application forms are available at the County Executive Office, 1195 Third Street, Suite 310, Napa, CA 94559, telephone (707) 253-4421 or online at [Committees & Commissions | Napa County, CA \(countyofnapa.org\)](https://www.countyofnapa.org/committees-commissions). When you are on the webpage, scroll down to the heading "**Apply**," then click on "Application Form." \*\*The "Application for Appointment to" field should designate "Napa County Resource Conservation District," and the "Category of Membership" should specify "Director."\*\*

*The Board of Supervisors and staff of Napa County are dedicated to preserving and sustaining Napa County for present and future generations as a community with generous open space, a thriving agricultural industry, and a quality human and natural environment. Visit us on the Web at [www.countyofnapa.org](http://www.countyofnapa.org).*



February 9, 2023

RESOLUTION NO. 2023-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAPA COUNTY RESOURCE CONSERVATION DISTRICT REQUESTING THE BOARD OF SUPERVISORS TO APPOINT ONE DIRECTOR TO FILL AN UNEXPECTED VACANCY ON THE DISTRICT BOARD OF DIRECTORS IN LIEU OF ELECTION**

**WHEREAS**, the Napa County Resource Conservation District ("District") is managed by a Board of Directors who serve four-year terms of office; and

**WHEREAS**, pursuant to Public Resources Code section 9352(b), Directors of Resource Conservation Districts shall either:

1. reside within the District and either own real property in the District or alternatively have served, pursuant to the District's rules, for two or more years as an Associate Director providing advisory or other assistance to the Board of Directors; or
2. serve as a legally appointed agent of a resident owning real property in the District; and

**WHEREAS**, the office of one of the Directors, Jon Kanagy, who was appointed by the Board of Supervisors pursuant to Public Resources Code section 9314 to a regular term as Director has now become vacant pursuant to Government Code section 1770(c) because he wishes to retire from the District Board; and

**WHEREAS**, the Board of Directors of the Napa County Resource Conservation District, lacking funds to pay for a public election, hereby requests, pursuant to Public Resources Code section 9316, that the Napa County Board of Supervisors fill such unexpected vacancy in lieu of an election in the manner specified in Public Resources Code section 9314 by appointing one person to serve as Director for the remainder of the term, which expires on November 29, 2024; and

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

1. The Board of Directors hereby requests the Napa County Board of Supervisors fill the unexpected vacancy on the Board of Directors resulting from the vacancy pursuant to Government Code Section 1770(c) in the position of Director formerly held by Ashley Anderson Bennett by appointing a Director in lieu of public election as permitted by Public Resources Code sections 9314 and 9316 to serve the remainder of the term



**Napa County Resource Conservation District**

1303 Jefferson St., Ste. 500B, Napa, California 94559

(707) 690-3110, NapaRCD.org

expiring on November 29, 2024; and

- 2. The Board of Directors further recommends the following person(s) for such appointment, finding that they are eligible to hold such office, have demonstrated interest and expertise in soil and water conservation, and have expressed a desire to advance the mission of the District (see Exhibit A):

\_\_\_\_\_

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Board of Directors of the Napa County Resource Conservation District at its regular meeting held on the 9th day of February 2023, by the following vote:

<b>AYES:</b>	_____
<b>NOES:</b>	_____
<b>ABSENT:</b>	_____
<b>ABSTAIN:</b>	_____
<b>SIGNED:</b>	_____
	BRUCE BARGE, President Board of Directors

APPROVED AS TO FORM Office of County Counsel  By: District Counsel  Date:	ATTEST: ANNA MATTINSON Secretary of the Board of Directors  By: _____  Date: _____
---------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------



**Napa County Resource Conservation District**

1303 Jefferson St., Ste. 500B, Napa, California 94559

(707) 690-3110, [NapaRCD.org](http://NapaRCD.org)

**EXHIBIT A**

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## 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

Karen

First Name

J

Middle Initial

Bower Turjanis

Last Name

Email Address

Home Address

Napa

City

Suite or Apt

CA

State

94558

Postal Code

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

District 2

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

Napa Valley Unified School  
District

Employer

Education Specialist

Job Title

Teacher

Occupation

---

## Education/Experience

I received a B.S. in Fermentation Science in 1991 from U.C. Davis and worked in the wine industry as a winemaker/vineyard manager for 25+ years. I returned to school to earn a teaching credential as an Education Specialist Mild/Moderate at Touro University and completed the program in 2019. I have been teaching full time since 2017 and currently teach SDC Math to students with Individual Education Plans at Napa High School.

---

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

Andrew Turjanis - Napa Autowerke, Inc., Owner

---

## Resume

---

Upload a Resume

---

Letter of Recommendation or Supplemental Attachments

---

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

Clear Education Specialist Instruction Credential Original Issue: 3/11/2020 Issued: 6/1/2022 Expiration: 6/1/2027 Status: Valid

---

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

Mary Maher, John Woodbury, Chris Cahill

---

## Community Participation

---

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

I am deeply committed to the protection and preservation of our environment and feel strongly that we can achieve our greatest influence at the community level. As an educator, I believe that it is vital to include our youth in this conversation and help foster a curiosity and respect for the natural world. As a parent, I have tried to model these same values for my own children, their peers, as well as, my students. As a community member, I have supported and volunteered for organizations that are environmentally centered such as the Napa County Regional Park and Open Space District and Friends of the Napa River. As a former wine industry professional, I was dedicated to using thoughtful, environmentally sensitive practices and benefitted from the excellent services offered by the Napa RCD. I would like to combine these experiences to help support and grow the Napa RCD.

Karen J Bower Turjanis



**Nature of activity and community location**

---

I have been a member of the Napa Valley community since the early 1990's and have included community and professional affiliations on my attached resume.

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

---

Please refer to my attached resume for details about my affiliations. These include, but are not limited to, Napa County Regional Park and Open Space District, Past Director for Ward One and Friends of the Napa River, Foundering and Past Board Member.

**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 that I am aware of.

---

**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)**

---

Karen J. Bower Turjanis

**Date**

---

1/26/2023

# **KAREN JEAN BOWER TURJANIS**

Napa, Ca 94558

## **EDUCATION**

### **UNIVERSITY OF CALIFORNIA, DAVIS**

B.S., Fermentation Science -- 1991

### **TOURO UNIVERSITY**

Graduate School of Education,

Teaching Credential/Education Specialist Mild/Moderate -2019

## **TEACHING EXPERIENCE**

### **NAPA VALLEY UNIFIED SCHOOL DISTRICT**

**Teacher -Special Education (Mild/Moderate), 2018-PRESENT**

**Napa High School, Napa, Ca**

Provide instruction at Napa High School to ninth to twelfth grade students in SDC Math (General Algebra and Consumer Math), as well as, Directed Studies. Also, case manage the Individual Education Plans for twenty-eight students.

### **FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT**

**Teacher -Special Education (Mild/Moderate), 2017-2018**

**Crystal Middle School, Suisun City, Ca**

Provided instruction at Crystal Middle School, a Title I school, to sixth grade students in co-teach English Language Arts, sixth to eighth grade students in Resource Specialist Program Math, as well as, case managed the Individual Education Plans for twenty-seven students using SEIS.

## **PREVIOUS EXPERIENCE**

### **TWENTY-FIVE YEARS EXPERIENCE AS WINEGROWER**

**TURJANIS WINES and CONSULTING, Napa, CA**

Owner & Winemaker, September 2000 – 2017

**CLOUD VIEW VINEYARDS, St. Helena, CA**

Winemaker, May 2000 – property sold in July 2008

**KAMEN WINE ESTATE, Sonoma, CA**

Winemaker, June 1999 – June 2004

**PAUL HOBBS WINES and VINEYARDS, Graton, CA**

Winemaker and Vineyard Manager, 1999-2000

**CARDINALE/ LOKOYA/ PEPI, Oakville, CA**

Assistant Winemaker, 1995 – 1999

## **KAREN JEAN BOWER TURJANIS**

### **COMMUNITY AFFILIATIONS**

**Napa County Regional Park and Open Space District, Director Ward One**  
Appointed in September 2013. Elected to two 4-year term in 2014 and 2018.

**Friends of the Napa River, Founding & Past Board Member, 1994 - 2013**

Participated in establishing what would become Measure A, the Flood Control Project and the Living River Guidelines. Organized a variety of aspects of the Napa River Festival. Contributed to the organization's reenergizing and refocusing on its mission as the community's voice for responsible protection, development and celebration of the Napa River and its watershed.

**University of California Cooperative Extension, Master Gardener, Class of 2014**

**Stone Bridge School, Charter Council member, 2014 - 2016**

Elected by the parent-body of Stone Bridge School, Napa's only Waldorf-inspired Public Charter School, to the Parent-At-Large position on its Board of Directors. Previously served the school community as Parent Council co-Chair, Fundraising Chair, Treasurer, Grant and Budget committees and Charter Renewal co-Manager. Led and supported numerous auction and fundraising events utilizing AuctionMaestro Pro and Quickbooks software.

**Napa Valley Nursery School, Ways and Means Chair, 2006-2007**

Chaired one of the highest net income wine auctions in this cooperative, parent-participation school's history. Used Greater Giving auction software.

**Napa County Park and Open Space Advisory Committee, Member, 2002-2006**

Appointed by Supervisor Mike Rippey. Efforts made by this advisory committee eventually led to the voters approving Measure I establishing the Napa County Regional Park and Open Space District in November of 2006.

### **PREVIOUS PROFESSIONAL AFFILIATIONS**

**Napa Valley Wine Technical Group, Officer and Board Member**

**Napa Valley Vineyard Technical Group, President**

**American Society of Enology and Viticulture, Member**

### **CERTIFICATION**

National Outdoor Leadership School, Wilderness First Aid, January 2013

### **TRAVEL**

France, New Zealand, Australia, Costa Rica, Portugal, Spain, Italy and Latvia

### **REFERENCES**

Upon Request

---

## 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

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### 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

Brent

First Name

Randol

Middle Initial Last Name

brentrandol@comcast.net

Email Address

1791 Sulphur Springs Ave

Home Address

Suite or Apt

Saint Helena

City

CA

State

94574

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

Mobile: (707) 481-3319

Primary Phone

Charles Schwab

Employer

Business Development Officer

Job Title

Investments

Occupation

## Education/Experience

Cal Poly Humboldt BS Business Administration Napa Regional Park and Open Space District

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

Jeanmarie Wolf

## Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

FINRA Series 7,9,10,24,26,53,63,65 (active) California Department Insurance Life and Disability (active expiration 4/30/24) California Department of Insurance Fire & Casualty (active expiration 4/30/24)

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

Jeff Gerlomes 707-333-6018 Gail Randol 707-224-3295 Jeanmarie Wolf 707-775-5878

## Community Participation

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

I am a fourth generation Napa Valley resident and been involved in outdoor activities my entire life. I spearheaded a project with the RCD on a fish barrier replacement project on Sulphur Creek in St Helena. My business, community service experience, and Napa Valley history would be a great asset to the board of the RCD.

**Nature of activity and community location**

Rebuilding Together Napa Valley Chairman Refurbishing low income housing in the Napa Valley. Habitat for Humanity Napa Chamber of Commerce Legislative Action Committee Leadership Napa Valley Graduate Class 10 & Board Member

Brent Randol

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

---

Napa Regional Park & Open Space District Director August 2015-Present Napa County Wildlife Conservation Commission Board Member December 2007-2013 Napa County Grand Jury Foreperson 2003-2004

**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)**

---

Brent Randol

**Date**

---

11/3/22

## **Brent Randol**

St. Helena, CA 94574 | | (707) 481-3319 | bretrandol@comcast.net  
linkedin.com/in/brent-randol-664207b/

### **BUSINESS DEVELOPMENT LEADER**

Top Performing business development professional with comprehensive experience and a proven track record for consistently driving continuous growth and profitability in the financial services industry. Experience encompasses wide breadth of responsibilities and areas of expertise within the financial products industry. Demonstrated outstanding talents in developing and leading the cultivation of corporate to corporate relationships. Expertise includes:

- Delivering significant revenue increases through the development and implementation of relationship-based strategies.
- Skill and leadership for uncovering and exploiting business development opportunities while forging mutually beneficial and profitable corporate-to-corporate partnership alliances.
- Cultivating highly profitable and lasting business relationships earned through the establishment and maintenance of premium levels of client service.

### **PROFESSIONAL EXPERIENCE**

**Charles Schwab**, San Francisco, CA

October 2020-Present

#### **Business Development Officer**

I consult with advisors who are ready to fuel their independent spirit, drive their own business growth, and realize their career goals through the Registered Investment Advisor (RIA) model. My experience has reinforced my belief that when financial advisors take control of their own future, they can help create better outcomes for their clients.

**RAYMOND JAMES FINANCIAL SERVICES**, Saint Helena, CA

January 2018-October 2020

#### **Business Development Consultant**

Develop affiliations with advisor and/or financial planning professionals/organizations to recruit advisors and/or their practices to various Raymond James Financial divisions. Act in a professional sales and marketing capacity to help meet division goals.

- Established and maintained relationships that led to recruiting new advisors and/or practices.
- Assisted advisors during transition to the firm and/or facilitated acquisitions.

**PATELCO FINANCIAL SOLUTIONS**, Pleasanton, CA

March 2017 to December 2017

#### **Director of Investments - Consultant**

Set and achieved revenue/profit goals for the program, as well as for the Financial Advisors. Worked closely with the management and staff to develop a business plan designed to grow the investment business and integrate it as a core offering of the credit union.

- As the Program Manager/VP, Investments, identified and recruited for staffing needs, coached, mentored, and provided both basic and advanced sales training to registered reps and sales assistants to implement the plan for success.

**AMERIPRISE FINANCIAL**, Saint Helena, CA

June 2010 to March 2017

**Regional Recruiting Director**

Regional Director of Franchise Development for the Pacific. Mergers and Acquisitions on both of our platforms.

- Grew the population of Financial Advisors in eight western states in both the independent and employee channels.
- The top director based on hiring head count and trailing 12 production, winning 3 consecutive performance contests against peers.

**INVESTMENT PROFESSIONALS INC**, Saint Helena, CA

June 2009 to June 2010

**BUSINESS DEVELOPMENT - Contract**

Handled the outreach, prospecting, and marketing to attract Non Deposit Investment Programs in financial institutions, signing and closing contracts. Consulted with financial institution on program design and structure, implementation, rep compensation, platforms, and conversions.

**GRUBB & ELLIS SECURITIES**, Saint Helena, CA

June 2008 to March 2009

**WHOLESALER**

Raised capital for Grubb & Ellis Realty Investors real estate investment trusts (REITs); multi-member limited liability companies (LLCs) and 1031 tenant-in-common (TIC) exchange offerings in 14 western states.

- Regularly spoke with investors and financial advisors regarding REITs, tenant-in common investments, LLCs and private wealth management investments.

**SMITH BARNEY**, San Francisco, CA

June 2002 to October 2007

**AREA INVESTMENT MANAGER**

Managed and trained Bank Brokerage Representatives in San Francisco Bay Area. Established objectives, conducts performance reviews, and provides forecasting and strategic analysis for each quarter.

- Recruited, interviewed, hired, assigned and implemented the training and development of 19 Stockbrokers and 3 Sales Assistants.
- Acted as a resource to answer questions, review documents, approve trade blotters, and conduct annual audits.
- Ensured relationships were managed according to policies and procedures, ensuring service and sales standards were achieved.

**ADDITIONAL RELEVANT EXPERIENCE**

**Napa Regional Park & Opens Space District**  
**Director**

August 2015-Present

**CUNA Mutual Group**, San Francisco Bay Area  
**Division Manager**

**Steve Leshner & Associates**, San Francisco Bay Area  
**Wholesaler**

**Independent Financial Marketing Group**, San Francisco Bay Area  
**Account Director**



## **EDUCATION**

**Bachelor of Science – Business Administration, Finance, Minors: Economics, Computer Science**  
Humboldt State University, Arcata, CA

## **LICENSES**

**Series 7, Series 9, Series 10, Series 24, Series 26, Series 53, Series 63, Series 65**  
**California Life and Disability, Long Term Care Certification, California Fire and Causality License**

## **HONORS AND AWARDS HIGHLIGHTS**

**Named Top Recruiter** at Ameriprise, October 2015, 2016, 2017  
**Presidents Volunteer Award**, March 2005, 2006, 2007  
**Team Builder Award**, January 2005  
**Foreperson Napa County Grand Jury**, June 2004  
**Citistars Winner**, March 2004  
**Finalist Customer Excellence Award**, September 2000,  
**Nomination: Managers Choice Award**, February 1999  
**Graduate Leadership Napa Valley**, June 1997  
**Sales Manager of the Year** for Independent Financial, April 1997  
**Outstanding Manager of the Year** – “Investment Marketing Magazine”, October 1995  
**Pamco Achievement Award for Outstanding Sales Management**, February 1991

## **Brent Randol's Biography**

Brent Randol began his career in the financial services industry over 35 years ago as a financial advisor for Pamco Securities and Insurance Services. Since that time, Brent has served as an Area Manager, Regional Manager, and Divisional Manager with several prominent financial companies. Prior to joining Schwab Advisor Services as a Business Development Consultant, he spent 3 years as a Business Development Consultant with Raymond James Financial. He also was a Regional Director for Ameriprise Financial. He currently holds a FINRA series 7,9,10,24,26,53,63,65 and a California Insurance Life & Disability and Property & Causality license. Throughout his career, Brent has received numerous awards and accolades including, *Investment Marketing Magazine's* "Manager of the Year", and the "United States Presidents Volunteer Award" for his outstanding commitment to volunteer service in his community. Brent served as Foreman for the Napa County Grand Jury in 2004 and served on the board of the Napa County Wildlife and Conservation Commission. He was elected in 2015 to the Napa County Regional Parks and Open Space District.

A fourth-generation resident of the Napa Valley, Brent produces 50 cases of cabernet sauvignon from grapes grown on his estate in St. Helena. An avid sportsman, he enjoys all outdoor activities including fishing, hunting, biking, and golf and is an active member and past president of the St. Helena bocce ball league. Brent lives full-time in St. Helena with his wife Jeanmarie Wolf, their daughters Liesl, and their dog Sophie. Brent received a Bachelor of Science in Business Administration from Humboldt State University in 1984.

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

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**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

Middle Initial

Carpenter

Last Name

---

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**

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**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

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### 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

First Name

E

Middle Initial

Perez

Last Name

Home Address

Saint Helena

City

Suite or Apt

CA

State

94574

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 develop the County's policies and ordinance for farm worker housing in the agricultural zones; The committee that worked with county 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*

# Structure & Process: Program Advisory Committees

***Specialized Expertise, Resources and Coordination  
across Directors, Associate Directors and Staff***

# Defining Program Advisory Committees

The purpose of Program Advisory Committees is to provide input, technical expertise and energy in four areas of RCD strategic focus: **Forest Health, Watersheds, Regenerative Agriculture, Community Engagement**. These Committees advance the mission of the organization, identify future opportunities, and enhance relationships between board and staff members. While the Committees are advisory only, board members may also volunteer to help RCD staff implement some events and programs if desired.

What They Do	What They Don't Do
<ul style="list-style-type: none"><li>● Provide Board/staff regular updates on program status and priorities.</li><li>● Supply technical expertise to staff as needed on programmatic issues/questions.</li><li>● Identify opportunities and make connections for:<ul style="list-style-type: none"><li>○ partnership building</li><li>○ fund development</li><li>○ communications and marketing</li></ul></li><li>○ Inform the strategic planning process.</li></ul>	<ul style="list-style-type: none"><li>● Act independently of the Board or staff, especially to represent in public or with other organizations.</li><li>● Set policy, priorities or plans.</li><li>● Direct staff or resources.</li><li>● Conduct program activities or events without staff involvement and oversight.</li></ul>

# Current Program Area Assignments

Each of the Program Advisory Committees will be composed of no more than three Directors, three Associate Directors, and a Staff Lead. Other staff will be invited by the Staff Lead to participate in different parts of the process. We anticipate these assignments will change through ongoing recruitment and attrition.

<b>Program Area*</b>	<b>Directors</b>	<b>Associate Directors</b>	<b>Staff Lead**</b>
<b>Forest Health</b>	Paul Asmuth, Bill Pramuk	John Henshaw, Joe Nordlinger,	Ali Blodorn
<b>Watersheds</b>	Rainer Hoenicke	Cio Perez	Frances Knapczyk
<b>Regenerative Agriculture</b>	Jim Lincoln, Rainer Hoenicke	Chris Carpenter, Bryan Parker	Miguel Garcia
<b>Community Engagement</b>	Bruce Barge	Matt Reid, Pierre Washington, Bryan Avila, Lauren Winczewski	Frances Knapczyk

\* Each Program's Advisory Committee may vary somewhat in staffing and structure to fit its needs.

\*\* There can be more programmatic staff assigned to work with Advisory Committees and attend meetings.

# Defining Roles & Responsibilities

## Staff Lead

- Plan and facilitate the semi-annual strategy sessions of the Advisory Committee. Synthesize outcomes from sessions.
- Keep other Advisory Committee members aware of what is going on through follow up calls and emails.
- Update or assign other Committee member to update the full Board and Executive Director on developments.
- Act as central contact for advisory requests and resources in the Program area.

## Board Members (Directors & Associate Directors)

### *As a body*

- Provide input in semi-annual strategy sessions and opportunistically regarding program direction, priorities and goals.

### *As individuals*

- Help to facilitate relationships and resources for program priorities, e.g., with partner organizations, funders, influencers.
- Provide technical expertise to assist staff with issues or questions (e.g., in program area or HR, finance, marketing)
- As appropriate, do public speaking, media or education about program area and Napa RCD.

## Other Staff Members

- Orient Committee members to current Napa RCD programs (projects, partners, funding sources).
- Upon the invitation and under the direction of the Staff Lead, participate in semi-annual strategy sessions and provide input regarding program direction, priorities and goals.





**Napa County Resource Conservation District**  
Annual Report 2021-2022



- 1 Our Mission / Our Story
- 2 Letter from Napa RCD
- 3 8 Ways Resource Conservation Districts Benefit You
- 4 **Prioritizing Pollinators**
- 5 Breaking Down Barriers
- 6 The Next Generation of Stewards
- 7 Stewarding Healthy Forests
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## Dedicated To Our Mission Since 1945



### Our Mission

To support and empower everyone in Napa County to conserve, protect, and restore natural resources and sustainably manage working lands.

### Our Story

Napa County Resource Conservation District (Napa RCD) was established in 1945 as a special district of the State of California to help farmers and ranchers in Napa County tackle erosion and other problems on their land. A lot has changed in the past 75 years, and so have we. As natural resource issues change, we continue to evolve.

Today, we help our community achieve shared goals like climate resiliency, water security, thriving ecosystems, and environmental literacy. We do this by providing technical assistance, environmental monitoring, education, collaboration, and funding assistance on issues ranging from fisheries to forest health, soil management, water conservation and quality, and more.

We are governed by a locally-appointed Board of Directors. Our leaders are also your neighbors — they live in Napa County and understand what the local resource needs and concerns are. Our team consists of conservation scientists and outreach and administrative professionals who are skilled at developing, implementing, and monitoring many types of projects. Napa RCD works at many scales — from the individual landowner to entire watersheds.



1,513 students increased their awareness of nature, conservation actions, and leadership skills



1,450 hours of volunteer service coordinated to plant trees, remove trash, and restore wildlife habitat



\$5 raised for every \$1 in property tax provided to Napa RCD



147 land stewards received free technical assistance to improve water use efficiency, carbon sequestration and forest health on their properties



## Letter from Napa RCD

Dear Friends,

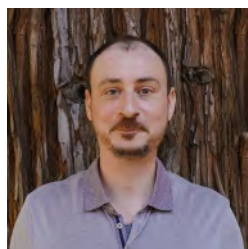
This past year we have taken some important steps to clarify our goals and grow our capacity to respond to the climate and biodiversity crises that confront us. We can all feel overwhelmed when faced with droughts, wildfires, and economic hardship, but there are short-term and long-term actions that we can take together to protect and enhance the culture, community, and ecosystems we know and love.

Napa RCD's Board of Directors passed a Climate Emergency Resolution as an acknowledgement that climate change is one of the greatest challenges of our time and is expected to impact our whole society and biological support systems. But the intention is more than just describing the problem and communicating a position. The Resolution also outlines key actions which Napa RCD will support and undertake in response to the climate emergency.

We pride ourselves on being an honest broker that uses science-grounded, community-embedded strategies to build climate-resilient and vibrant communities, farms, and wildlands. We don't pretend to have all the answers, but we will leverage our strengths to help our whole community find solutions and take action. Looking forward, we are very excited to grow our programs and advisory services to encourage climate change mitigation in areas such as forest health, watershed sustainability, and regenerative agriculture.

Our impact is the product of many community members and partners working together to create the Napa County we want to live in and pass on to future generations. We welcome you to reach out and make a difference in your community today!

**Lucas Patzek**  
Executive Director



**Bruce Barge**  
President, Board of Directors



## 8 Ways Resource Conservation Districts Benefit You

Established in response to the social, environmental, and economic struggles of the Dust Bowl Era, Napa RCD, like other RCDs across America, has been working hand-in-hand with land managers for the past 75-plus years to conserve and restore natural resources and provide community benefits.

Here is some of the critical work we do as technical assistance providers to benefit our communities — and the people, animals, and plants that live here.

**1. Supporting our farmers, ranchers, landowners, and land stewards in taking care of our watersheds:**

Through a variety of on-the-ground projects such as water-management technical assistance, drought assistance, irrigation system assessments, road-related sediment reduction, rainwater catchment, water-quality enhancement, and more, RCDs prioritize supporting land managers as they implement science-backed solutions to care for this shared resource.

**2. Supporting carbon farming design and implementation:**

RCDs offer comprehensive resources, insights and expertise to help agricultural land managers plan and implement carbon farm plans, from practice-specific resources to information about funding opportunities.

**3. Helping communities take climate action:** RCDs provide local forums to support land managers, K-12 and college students, and the broader community to learn about and discuss the conservation of natural resources.



**4. Helping to ensure clean and abundant water for people and wildlife:**

Through community activities such as river clean-ups and stream and fish assessments, RCDs help the community understand how and why we all can contribute to clean, abundant water for all creatures.

**5. Engaging and educating youth:** RCDs engage youth through an array of activities, including internship or fellowship opportunities, on-farm experiences, collaborative nature-based educational programs, youth stewardship councils, connections to climate jobs, and more.

**6. Building wildfire resiliency:** RCDs offer on-the-ground technical and financial assistance to those threatened or impacted by wildfire.

**7. Earth-friendly landscaping around our homes and schools:** RCDs offer a variety of programs for the public, including workshops and demonstrations, garden tours, work days, and educational resources.

**8. Wildlife and biodiversity support:** RCDs enable landowners to restore creeks and rivers that are home to threatened and endangered species of salmon and trout populations by improving local watershed conditions.



## Prioritizing Pollinators

### By the Numbers

- 17 planting projects completed
- 39 land managers provided with technical guidance
- 2.5 acres of habitat planted

### Highlights

Recently, the International Union for Conservation of Nature (IUCN) added migratory monarch butterflies to its threatened species list. With myriad threats to monarch survival, Napa RCD focused on working with local community members to create high-quality habitat for this species and other native pollinators.

Collaboration is key to success, as is milkweed, the monarch's host plant. We gave away hundreds of pollinator plants to farmers and gardeners in partnership with the Western Monarch Society and the Xerces Society.

Just one season after planting, there were monarch eggs, caterpillars, and butterflies found at our project sites! This is one conservation action that yields immediate benefits to threatened wildlife.

### Looking Ahead

We are excited to partner with schools, parks, and others on pollinator plantings in urban and public spaces. We want to help more people feel connected to nature and take action in their own backyard.

We will continue coordinating the Napa Monarch Working Group to build local capacity and develop educational materials and trainings in English and Spanish to support pollinator planting efforts.



"Working with Napa RCD, we can see the success of our partnership not just in the local increase in pollinator activity and the number of native milkweed plants given away, but in the passion for pollinators that our communities have shown in such a short time after receiving and caring for their free plants."

**Erin Arnsteen**, Co-Founder,  
Western Monarch Society

## Breaking Down Barriers

### By the Numbers

- 80 miles of fish spawning and rearing habitat reopened in the past few decades
- 29 fish passage barriers removed or in design stage of removal
- 8 fish-bearing streams impacted by artificial barriers are beginning to be remediated

### Highlights

One reason fish populations struggle across California is that artificial barriers prevent them from reaching the habitat where they breed and grow. Locally, steelhead trout and Chinook salmon populations have been the most impacted. In the Napa River watershed, barriers range in size from foot-tall concrete structures in streams to the Conn Creek Dam. Even small barriers impact fish when flows are low, a more common occurrence with our changing climate.

For this reason, Napa RCD has been focused on removing barriers in eight important fish-bearing streams in the Napa River watershed. We are collaborating with local land managers, the Flood Control District, The Refugia Project, academics, and regulatory agencies to remove the negative impacts of barriers quickly and effectively.



This small concrete structure was preventing fish, like steelhead trout, from accessing one mile of beautiful upstream habitat in Cyrus Creek. With the partnership of landowners and the Flood Control District, this barrier was safely removed this year.

### Looking Ahead

We aim to efficiently spend public resources for maximum restoration value, so we are using a watershed-wide and collaborative approach to determine which barriers to target for remediation, and how best to streamline design and permitting. As our understanding of the value of intermittent streams grows, we are seeking restoration opportunities to enhance access to these critical habitats as well.





## The Next Generation of Stewards

### By the Numbers

- 1,513 students participated in nature-based learning in the classroom and outside
- 104 students took steps to restore forest health and riparian habitat
- 4 on-campus habitat projects completed

### Highlights

Through our education programs we aspire to deepen connections to nature, improve environmental literacy, and provide opportunities for students to take direct stewardship action. Our staff are increasingly focused on developing inclusive and equitable activities which engage folks with hands-on experiences who may not typically experience environmental science education. Environmental science presents profound opportunities for students to use a multitude of abilities to understand their surroundings.

Recently, we began partnering with Lighthouse for the Blind and Visually Impaired and their Enchanted Hills Camp to help students investigate and get better connected to Mount Veeder, the location of the camp. After working with the Camp on road and forest stewardship practices over the years, we were excited to connect with their campers, who come from across the country for a unique outdoor experience. With help from Dr. Hoby Wedler over several summers, and trial and error with campers, we have adapted several of our core activities, such as texturing soils, collecting leaf and tree samples, and measuring tree diameter and height.



### Looking Ahead

As we expand our forestry programming for youth across Napa County, we look forward to showing Enchanted Hills Camp students how to take action to care for our forests. Next summer, we plan to support campers in removing invasive species and planting trees in strategic locations.

"I had no idea how much carbon was sequestered in a tree! Knowing how to calculate how heavy a tree is, is truly incredible and I'm going to use that method to figure out how much carbon is in the trees around my school!"

**STEM Camp Student,**  
Lighthouse for the Blind and Visually Impaired



## Stewarding Healthy Forests

### By the Numbers

- 256 community members of all ages helped us enhance habitat by planting oaks
- 268 sites planted with acorns in areas previously home to oak woodland ecosystems
- 262 acres of forest treated to improve forest health

### Highlights

Napa Valley has lost 98% of its stately Valley Oaks since the 1800s. This was our motivation to begin re-oaking Napa County in 2012. Over the past decade, this countywide effort has brought together school groups, volunteers, and land managers to restore our historic oak woodlands. Each year, we coordinate acorn collection and plantings, and maintenance and monitoring of new saplings.

Over the past few years, our attention has grown to include enhancing all types of forested landscapes in Napa County. Our goal is a healthy forest-scape that provides values to all living things in our community.

In 2017, we began offering free and critical technical assistance related to fire recovery and fire resiliency, with an eye towards enhancing Napa County's forest health for future generations. We are now developing forest health plans for several key strategic properties, and helping land managers connect with financial assistance programs related to fire recovery, forest health planning, and on-the-ground projects.

### Looking Ahead

We are building a science-based approach to help community members plant the right trees and other native plants in the right places to ensure lasting benefits.

While community and youth education programming has been at the heart of our re-oaking work, we will be adding workshops and resources to give more land managers the tools they need to choose, plant, and care for trees.

"Napa RCD's forest health program presents an opportunity to make a major impact, providing a resource for community members who want to act but don't know where to start. Napa County is home to an unusually diverse array of forest habitats, which means we have an important responsibility to take care of our forests for future generations."

**Tom Gamble,** Owner,  
Gamble Family Vineyards





## Associate Director Spotlight

Bryan Avila & Lauren Winczewski



### What drew you to get involved with Napa RCD?

**BA:** The effects of climate change can no longer be ignored. As a technical writer in the wine industry and father of two Gen Z boys, I see and feel its impact on multiple fronts. I stumbled

upon Napa RCD at a booth at Napa Valley Grapegrowers' Rootstock event in 2019. Napa RCD is an opportunity for me to learn about how to communicate more effectively about environmental issues into the wine industry, apply better practices at home and hopefully inspire my kids to get involved at a younger age than I did.

**LW:** After moving to California to pursue graduate studies, I developed a passion for studying trees in my spare time. I initially learned of Napa RCD when a friend observed its involvement in a project dedicated to planting and maintaining oak saplings. I had never heard of Resource Conservation Districts, so it was inspiring to me to learn that there is a local institution that provides resources and technical education on matters pertaining to the environment and conservation. As an educator, I feel extremely grateful for the work and the expertise of the Napa RCD staff and directors.

### What excites you about being a Napa RCD Associate Director?

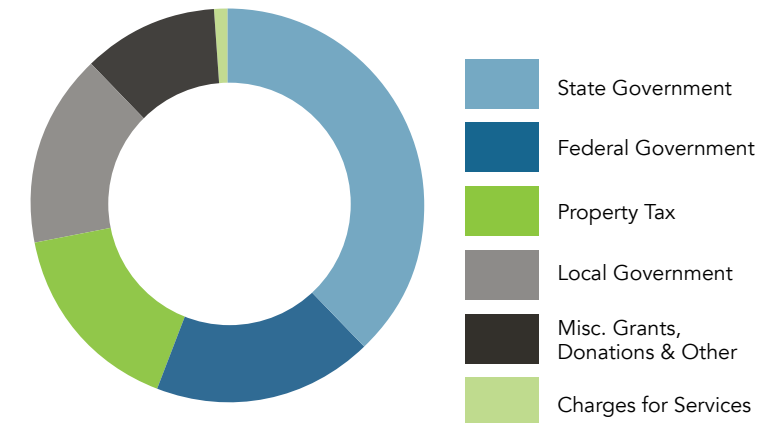
**BA:** I teach, freelance, and am starting up a new business. Being an Associate Director allows me to invest time and energy into my community with the flexibility that I need to participate with my schedule. I enjoy contributing my time and talents to the Napa RCD staff and fellow board members and learn heaps more in return. It's a special group of people, committed to making Napa County a cleaner, greener place.



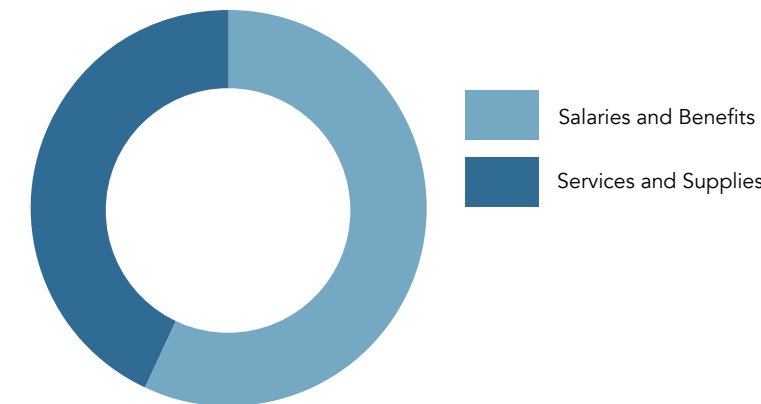
**LW:** The potential for a stronger relationship between Napa RCD and Napa Valley College is especially exciting, given that these are two important institutions in our community that could inspire more people to pursue careers in environmental science and conservation. And although I am newer in the position, I am especially excited about the opportunity to meet people who are doing important work in this space. It is inspiring to meet people who are contributing to the betterment of the environment in these ways, and I am eager to support Napa RCD's mission from my corner of the community as best I can.

## Fiscal Year Financials

Napa RCD is a special district of the State of California and, as a government entity, is an exempt organization under the provision of IRC §115. The financial data for the fiscal year ending June 30, 2022, are presented below.



Revenues		
State Government	\$979,810	38%
Federal Government	\$472,240	18%
Property Tax	\$423,437	16%
Local Government	\$406,170	16%
Misc. Grants, Donations & Other	\$278,137	11%
Charges for Services	\$13,113	1%
<b>Total Revenues</b>	<b>\$2,572,907</b>	



Expenses		
Salaries and Benefits	\$1,388,170	57%
Services and Supplies	\$1,058,129	43%
<b>Total Expenses</b>	<b>\$2,446,299</b>	

**Associate Directors are volunteer advisors to the governing Board of Directors and staff. They are an essential source of expertise, leadership, and relationships and help Napa RCD fulfill its mission.**



### Thank you to the 120 individuals and businesses who donated this year!

With your support we help wildlife and farms thrive, ensure clean and reliable water, and combat climate change.

### Please donate your money, time, or expertise.

Contributions to Napa RCD may be tax deductible under federal law, including gifts, services, property, cash, stocks, and securities.





## Acknowledgments

We are grateful for all of the partners in conservation with whom we work, including community members, local, state, and federal agencies, community organizations, foundations, and more. Our work is a team effort, and we are honored to work together to help the land, water, soil, and wildlife of Napa County thrive.

### Board of Directors

**Bruce Barge**, President  
**Rainer Hoenicke**, Vice President  
**Ashley Anderson Bennett**  
**Jon Kanagy**  
**Jim Lincoln**  
**Bill Pramuk**  
**Gretchen Stranzl McCann**

### Associate Directors

**Bryan Avila**  
**Dennis Bowker**  
**Pam Harter**  
**John Henshaw**  
**Jeri Hoover**  
**Zen Hunter-Ishikawa**  
**Joseph Nordlinger**  
**Matt Reid**  
**Tyler Varian**  
**Pierre Washington**  
**Lauren Winczewski**  
**Margaret Woodbury**  
**Bob Zlomke**

### Staff

**Lucas Patzek, PhD**, Executive Director  
**Danielle Ashton**, Coordinator  
**Amanda Benton**, Forestry Program Manager  
**Bill Birmingham**, Conservation Project Manager  
**Paul Blank**, Environmental Scientist III  
**Ali Blodorn**, Principal Program Manager, Forestry  
**Miguel Garcia**, Sustainable Agriculture Program Manager  
**Frances Knapczyk**, Program Director  
**Jonathan Koehler**, Senior Biologist  
**Ashley Kvitek**, Community Engagement Project Manager  
**Anna Mattinson**, Office Manager  
**Eric McKee**, Education Project Manager  
**Martin Perales, PhD**, Environmental Scientist II  
**Ruby Stahel**, Conservation Project Manager

### USDA-NRCS Staff

**Evelyn Denzin**, District Conservationist  
**Chip Bouril**, Soil Conservationist  
**Frank Bradley**, Biologist  
**Liz Colby, PE**, Agricultural Engineer  
**Erika Valek**, Soil Conservationist

### Photo Credits

**Eric Bastidas**  
**Andrew Lincoln**  
**Monarch Joint Venture**  
**Napa County Flood Control & Water Conservation District**  
**Napa RCD**

## Connect with Us



### Board of Directors Meetings

Second Thursday of every month  
8:00 AM at the NVTA, 625 Burnell St., Napa  
(unless otherwise posted)  
Meetings are open to the public  
Agendas and minutes can be found online

### Contact Information

#### Napa RCD Office

1303 Jefferson St., Suite 500B  
Napa, CA 94559  
707-690-3110  
NapaRCD.org

#### Natural Resources Conservation Service Napa Office

1303 Jefferson St., Suite 500B  
Napa, CA 94559  
707-252-4189  
NRCS.USDA.org

### Follow Us on Social Media

 Instagram @NapaRCD  
 Facebook @NapaRCD  
 LinkedIn @Napa County Resource Conservation District  
 YouTube @RCDNapa







1303 Jefferson St., Suite 500B, Napa, CA 94559  
NapaRCD.org 707-690-3110







A Tradition of Stewardship  
A Commitment to Service

**NAPA COUNTY COUNSEL**

1195 Third Street, Suite 301  
Napa, CA 94559-3092  
www.countyofnapa.org

Main: (707) 253-4521  
Fax: (707) 259-8220

**Thomas C. Zeleny**  
Interim County Counsel

**MEMORANDUM**

To: Board of Supervisors, All Boards and Commissions	From: Thomas Zeleny, Interim County Counsel
---------------------------------------------------------	---------------------------------------------

Date: February 2, 2023	Re: Return to In-Person Meetings
------------------------	----------------------------------

Since the beginning of the COVID-19 pandemic, many Napa County boards and commissions have been meeting remotely via teleconference pursuant to executive orders issued by the Governor, and later pursuant to Assembly Bill 361 (AB 361). AB 361 amended the Brown Act to allow local legislative bodies to meet remotely during a state of emergency declared by the Governor if state or local officials imposed or recommended measures to promote social distancing. The Governor announced he intends to declare an end to the COVID-19 state of emergency on February 28, 2023. Therefore, the ability to hold remote meetings under AB 361 will also end on February 28, 2023.

Beginning on March 1, 2023, all boards and commissions subject to the Brown Act will need to return to in-person meetings unless another exception in the Brown Act applies. For example, the Brown Act still includes the pre-pandemic teleconferencing provisions which allow members of the legislative body to participate remotely if the agenda identifies each teleconference location, the agenda is posted there, and the public can participate from that location. Cal. Gov't Code § 54953(b).

The Governor also recently signed Assembly Bill 2449 (AB 2449) which allows for remote participation without identifying the teleconference location, posting the agenda there, or allowing the public to participate from that location, in "emergency circumstances" or for "just cause." Cal. Gov't Code § 54953(f). "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person. Cal. Gov't Code § 54953(j)(1). "Just cause" means a childcare or caregiving need, a contagious illness that prevents a member from attending in person, a need related to a physical or mental disability, or travel while on official business of the legislative body or another state or local agency. Cal. Gov't Code § 54953(j)(2). AB 2449 limits how often a member may participate remotely, so it cannot be used to permanently attend meetings by teleconference.

There are specific procedural and substantive requirements that must be followed for a member to participate remotely under the Brown Act. Please consult with your board's or commission's assigned attorney or County liaison if it is anticipated that a member will need to attend a meeting remotely after February 28, 2023.



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 January 2023

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, Ruby Stahel, and Alex Wilbanks.

### Projects:

#### CALFIRE Standard Agreement

Funder: CALFIRE

- Bill worked with NCCFF on their permitting needs for the Sharp Rd treatments.
- Ali, Bill, Alex, and Danielle had meetings to explore PBA development next steps.

#### California State Coastal Conservancy - Wildfire

Funder: California State Coastal Conservancy

- Ali coordinated with Alex regarding next steps for Suscol FMP development and preparation for implementation.
- Ali coordinated with Forestry staff regarding roles for planning 1-2 community workshops focused on fire ecology and forest health. Danielle met with Gabe to begin planning the workshops.
- Ali coordinated with partners and contractors and developed and submitted the quarterly invoice and report to SCC.
- Ashley and Eric developed and implemented an exit interview and feedback process for Teen Conservation Interns.
- Ashley, Danielle, and Eric structured and outreached a spring semester Teen Conservation Internship.
- Ashley and Ali met with PUC to discuss sign development and installation next steps.
- Ali met with Gabe weekly to discuss his GrizzlyCorps projects and professional development.
- Alex and Bill met with contractors to discuss implementation of the Suscol project and to get a cost estimate for the project
- Alex has been in contact with John Nickerson to clarify the scope of work for the Suscol project in preparation for asking for a second cost estimate from the contractors

### **Carneros/Huichica Streamgaging**

Funder: Landowners

- Paul monitored and quality-controlled stage and flow data for both stations.

### **SWEEP/HSP Technical Assistance**

Funder: CDFA

- Ruby worked with awardees of the HSP grants with project planning, plant acquisition and budgeting, work plan updates, site assessments for planting density, ordering plants from nurseries for clients, talking to new clients interested in next funding round etc.

### **CARCD Monarch Education**

Funder: CARCD – US Forest Service

- Danielle performed outreach to 4 elementary schools and is coordinating class visits and a field trip to Carolynn Parr Nature Center.

### **City of Napa Water Division**

Funder: City of Napa

- Frances and Ashley attended annual roundtable meeting for Water Conservation coordinators in Napa County, at which it was decided that the group should sponsor a high school video contest again this year and that the group should sponsor a garden tour.
- Danielle began coordinating video contest details with City of Calistoga staff and Ashley.
- Ashley and Frances began scoping out Climate Friendly Garden Tour for May which will take place over two Saturdays. They are shooting to showcase gardens in AC, Napa, and Yountville.

### **City of Napa Parks Department**

Funder: City of Napa

- Bill worked with Martin to develop an ArcView GIS database for the trails assessment.

### **Emergency Forest Restoration Program**

Funder: USDA Farm Services Agency (FSA)

- Ali continued to coordinate with FSA, USFS and CARCD regarding the status of the Round 1 funding request and next steps for contracting. Funds have been released by the FSA DC office, and are in the process of being routed through USFS.
- Ali and Lucas coordinated with FSA regarding a joint communications update for all EFRP applicants, which went out in early January.
- Ali continued to coordinate with Kirsten (consulting RPF) regarding progress with environmental review materials and follow-up questions for FSA. This portion of the work is being funded through the CARCD post-fire contract.
- Danielle coordinated delivery of plans and 850 forms received from Kirsten to FSA.
- Bill edited some of the Plans to better suit FSA's needs.

### **Fish Passage Barriers**

Funder: Napa Valley Vintners, Gasser Foundation, National Association of Conservation Districts (USDA NRCS)

- Martin reached out to landowners to explore FCD and RCD collaboration for barrier remediation.
- Martin coordinated Suscol & Huichica Creek barrier site visits with landowners for the RCD / FCD barrier removal collaboration effort.
- Martin coordinated a barrier site tour of Murphy, Pickle and Soda Canyon Creeks with Prunuske Chatham and landowners.
- Lucas coordinated with FCD about collaborating on smaller barrier remediation through the Stream Maintenance Program.
- Martin, Frances and Lucas met WCB and SCC in order to discuss strategy for grant application to those agencies to cover planning and implementation of suite of barriers.

### **Flood Control ALERT System Support and Streamflow Monitoring**

Funder: Napa County Flood Control and Water Conservation District

- Paul monitored stage, flow, and rainfall data from several stations to evaluate sensor performance.
- Paul visited Station 40117 – Napa Creek at Hwy 29 to collect staff gage readings.
- Paul calibrated stage sensors for multiple sites.

### **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 Danielle prepared classroom and field trip curriculum for Horns Canyon Field Experiences taking place in the spring semester.
- Eric held a strategy and planning meeting with Steve Rasmussen.
- Eric participated in a meeting with Steve Rasmussen and the Superintendent of Howell Mountain Elementary School District.

### **Huichica Creek Vineyard Operations**

Funder: RCD

- Staff are rescheduling the HCV Advisory Committee meeting.

### **LandSmart for Kids: Salmon to Sanctuary (S2S)**

Funders: County of Napa, State Coastal Conservancy

- Danielle and Eric designed and developed interactive species identification and scientific sketching activities for upcoming forest health field trips to local park lands. Additionally,

Danielle and Eric developed agendas and student objectives for spring semester field trips.

- Eric, Danielle, and Frances prepared student learning objectives and met with Carrie Strohl, Program Evaluation Consultant, to develop and refine field day evaluation and assessment tools.

### **LandSmart for Kids: Acorns to Oaks (A2O)**

Funders: Napa County PBES

- Ashley and the interns did outreach for the January oak planting event.
- Eric, Danielle, and Ashley supervised Teen Conservation Interns in planning and coordinating outreach and implementation of a Community Oak Planting Day in partnership with Napa Valley Transportation Authority.
- 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 and Gabe met to discuss progress on the oak planting guide.
- Frances, Ashley, Eric, and Danielle met for their monthly team meeting. They discussed MLK Day community planting event coordination and reviewed an acorn planting guide that Gabe is developing.
- Danielle, Gabe, the interns, and Ashley implemented a Community Oak Planting Day at Skyline Park for MLK Day. 76 volunteers completed 116 oak plantings.

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

Funder: Land Trust of Napa County

- No activities this period.

### **Measure A - Tuleyome Knoxville Road Assessment**

Funder: Tuleyome through County of Napa Measure A funds.

- No activities this period.

### **Million Trees**

Funder: Private donations

- Eric, Danielle, and Ashley coordinated 2 MLK Day of Service – Community Oak Planting events at Skyline Park and the City of St. Helena Tree Preserve. The City of St. Helena event was postponed due to inclement weather and road access.
- Eric, Danielle, and Ashley supervised Teen Conservation Interns in completing event coordination, promotion, planning, and outreach tasks for the volunteer days.
- Ruby assisted with project planning for potential restoration projects and general programming.
- Lucas and Ali coordinated with Napa Communities Firewise Foundation regarding the development of a joint proposal to the Napa Valley Vintners.
- Lucas presented to the JLD Ag Fund's Board regarding the Million Trees Napa program.

- Lucas participated in a meeting with UN WMO about a potential GHG monitoring project in Napa County.
- Lucas and Ali met with Gamble and Jarvis Communications about communications and marketing strategies.

### **NACD Technical Assistance**

Funder: National Association of Conservation Districts & USDA-NRCS

- Napa RCD staff had monthly coordination meeting with NRCS staff.
- Bill, Ruby, Frances, and Miguel continued working on the Carbon Farm Plan for Vineyards template.
- Ali coordinated with Forestry staff regarding the development of Cooperative Forest Management Plans.
- Bill worked on developing a Cooperative Forest Management Plan for Rancho Otronto, a 900ac property.
- Bill and Alex worked with John Henshaw on developing a Cooperative Forest Management Plan for the Seavey property.
- Alex, Danielle, and Gabe worked with John Henshaw to inventory the Seavey forest
- Alex and Danielle shadowed NRCS staff on forestry plot surveying and assisted in the development of FMPs.
- Alex and Danielle assisted with and completed Tree Mortality FMPs.
- Ruby is working with partners such as Xerces, USFWS, Monarch Joint Venture, Western Monarch Soc. Napa Co., on pollinator projects
- Ruby is coordinating monarch work group educational projects and early season milkweed project with land trust.
- Ruby worked on Pollinator Habitat Plans and Riparian Planting Plans. 2 new Plans were completed in January. Ruby is providing technical assistance for implementation of several plans this winter/ spring.
- Ruby is working on a collaborative presentation for Envirothon 2023 with NRCS and Monarch Joint Venture on pollinators and climate change.
- Ali supported invoice and report development, providing relevant information regarding forestry accomplishments and coordinating with Lake RCD regarding their invoice and report.
- Lucas worked with Emilie Winfield to develop a new draft workplan for the North Coast Soil Hub, and to develop a governance model with other Executive Directors.

### **Napa County PBES Conservation Regulations/ECPA Support**

Funder: Napa County PBES

- Ruby is conducting winterization inspections, spot check inspections, and working with Napa County on process.

### **Napa County PBES Forest Health & Fire Resiliency**

Funder: Napa County PBES

- Eric researched and designed activities for students to investigate forest health, biodiversity, and human health during spring semester field trips.
- Lucas participated in the North Coast Durable Collaboration meeting which included a focus on regional forest health and fire opportunities.
- Staff coordinated with NCCFF on collaboration opportunities.

### **Napa County PBES Watershed Education**

Funder: County of Napa

- Eric coordinated a MLK service project with Enchanted Hills Camp for the Blind and Visually Impaired. The event was cancelled due to inclement weather.
- Ashley started outreach for a March Pollinator and Wildflower WILD American Canyon. The event will be co-led by Ruby and Ashley, and will take place at Newell Preserve.
- Ashley met with David at AmCan Parks, starting to talk about partnering for watershed-related hikes and events that might happen out at Newell Preserve. We have scheduled a WMA event pulling Himalayan Blackberry for April 8.
- Ashley is working with diRosa to find speakers/hike leaders for two sessions as part of their March 18 conference re: natural and found materials. Alex is set to talk about forests, and someone from the Edu/Engage team will do a generalist walk and talk.
- Frances coordinated monthly meeting of Community & Ed team to coordinate on upcoming activities.
- Frances met with Eric and NVUSD's new school garden coordinator to discuss collaboration opportunities.

### **Napa County PBES Groundwater Assistance**

Funder: County of Napa

- Ashley, Martin, Frances, and Paul participated in the monthly Stream Watch Program meeting with County staff to update and continue progress.
- Ashley communicated with Sydney at the County and volunteers regarding timing of weekly observations, vacation coverage, etc.
- Paul reviewed and processed newly-collected Stream Watch observation data.
- Paul, Martin, and Lucas began planning a tour of field sites for GSA TAG members.
- Ruby reviewed the GSP background info and work with Miguel if needed.
- Staff provided input on GSA workplans related to vineyard water conservation.

### **Napa County PBES Watershed Monitoring Assistance**

Funder: County of Napa

- Paul and Danielle collected water quality samples at multiple sites in the Lake Hennessey watershed as part of the coordinated January 2023 sampling event with City of Napa and Napa County staff.

### **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

- Eric, Danielle, and Frances met with Program Evaluation Consultant, Carrie Strohl, to align and adjust content, comprehension, and attitude assessment opportunities for classroom presentation and field trip experiences. Danielle and Eric met weekly to refine indoor and outdoor activities linking nature experiences with stormwater stewardship.
- Danielle coordinated classroom visits and field trips for 3<sup>rd</sup> grade classes at Northwood Elementary.
- Danielle coordinated with ACCPF around Watershed Explorers class presentations and field trips that will take place in February – May with all 4<sup>th</sup> grade classes in American Canyon.
- Eric outlined a series of 3 volunteer pet-waste park scoop-it days to take place at high dog-use parks in the City of Napa in June.
- **Trash:**
  - Ashley has set up a series of youth education cleanups as part of large multi-organization field trips that include Napa San, Napa Recycling, and Napa RCD. So far, Ashley has 6 groups on the schedule for Feb through June.
  - Ashley is coordinating a public cleanup on Saturday, Feb 18 at Oxbow Commons to do some post-rain/post-flood cleanup.
  - Ashley is hosting Congregation Beth Shalom youth and families on Feb 5 for a cleanup at the Oxbow Commons.
- **Cleanups**
  - Ashley has started planning sites for Earth Day Napa Community Cleanup, happening on Sunday, April 23.

### **Napa River and Sonoma Creek Vineyard General Permit (WDRs) Monitoring**

Funder: Napa County Farm Bureau

- Paul continued data analysis and preparation of the Year 1 technical memo to document and share the results of streambed monitoring.

### **Storm Drain Outfall Monitoring**

Funder: Napa County Flood Control and Water Conservation District

- Paul assisted NCSPPP with information regarding potential newly installed outfalls in the American Canyon jurisdiction.

### **Napa River Oakville to Oak Knoll (OVOK) Reach Restoration Project Monitoring**

Funder: Napa County Flood Control and Water Conservation District and California Coastal Conservancy

- Paul and Martin conducted high-flow habitat assessments of Group D graded restoration areas, and began preparation of a technical memo to document and share the results.
- Paul continued analysis of bulk sediment sampling data and preparation of the report.

### **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 & 2022 Block Grant (subcontracts with Rebuild North Bay Foundation)

- Ali participated in the Steering Committee and Operations Committee meetings.
- Ali had weekly check-in meetings with Rosa to support her administration of the program.
- Ali coordinated with Alex regarding next steps for awarded applications (pre-implementation visits, CEQA NOE development, contract development, checking on progress for projects with implementation underway) and outreach for FMPs.
- Ali and Alex met with Land Trust to discuss next steps for implementation and FMP applications through NBFIP.
- Ali and NBFIP partners met with Cal Fire to discuss grant progress and open questions.
- Ali coordinated with Lucas, Alex, and Gabe regarding potential outreach needs and an approach to developing landowner spotlights for NBFIP.
- Ali developed and submitted quarterly invoices to Rebuild.
- Alex reached out to landowners that had expressed previous interest in development of a Forest Management Plan
- Alex has been in contact with Kibbie Ruth about the status of the project and making sure that it will be completed by the end of the contract
- Alex filed the CEQA NOE for the Moffitt project with the county
- Alex met with Kerri Beeker about having an FMP developed and discussed opportunities for implementation funding
- Alex, Danielle, and Gabe met with Dave Moffitt for a pre-implementation site visit

### **Regional Forest and Fire Capacity Program**

Funder: Department of Conservation

*Administration:*

- Ali coordinated with partners regarding drafted an MOA amendment to incorporate partner budgets and high-level SOWs and circulated to partners for signatures.
- Ali coordinated with DOC and partners regarding invoicing, and developed and submitted the quarterly invoice and report to DOC.
- Ali prepared and facilitated the monthly Lead Partner meeting and developed plans for the next monthly meeting.
- Ali participated in monthly DOC Check-In call.
- Ali coordinated with DOC regarding advance requests.
- Ali coordinated with DOC and partners to regarding preparation for the for RFFC Podio monthly webinar we will host in in February.
- Ali coordinated with Partners regarding roles and next steps for the Needs Assessment report development.

- Ali coordinated with DOC and Partners regarding next steps for developing a “conceptual proposal” which will demonstrate how our region will utilize additional funds that will be incorporated into a grant amendment with DOC. We anticipate an additional \$4M+ to be allocated to our region.
- Ali planned and coordinated a meeting with the Northern Region Workgroup, which Lucas also participated in.

#### *Capacity:*

- Bill worked with Alex on developing maps using ArcGIS Pro
- Bill, Ali, Alex, Danielle, and Gabe met to discuss how to develop a Post-Fire Workshop series.
- Ali and Lucas met with a consultants to explore feasibility studies for woody debris utilization.
- Ali and Lucas met with Carol Rice and NCCFF to discuss the scope for the City of Napa Cal Fire grant application which will support a city-wide wildfire risk assessment and CWPP for the City of Napa.
- Ali and Frances developed a scope of work and budget for education and outreach activities to be included as a subcontract in NCCFF’s Cal Fire grant application, and Ali met with NCCFF to discuss the scope and next steps.
- Ali, Lucas, and Frances met with BDO FMA to review their FIR report draft and action plans, and developed plans for sharing findings with the Finance Committee.
- Ali, Lucas, Frances, and Anna met with Ben Sargent and BDO regarding Tyler Munis reporting capabilities.
- Napa RCD staff coordinated with NRCS in monthly meeting.
- Ali scheduled a meeting with Napa RCD and Napa County Fire legal counsels to develop an approach to an agreement for routing funds to Napa County Fire for a truck purchase.
- Ali scheduled and facilitated a call with Napa RCD staff to begin discussions about a framework for project prioritization.
- Martin provided GIS training to Bill in order to develop trail assessment mapping application.
- Martin reviewed the biological resources section of the Garden FMP.
- Alex attended the Forest Vegetation Management Conference in Anderson, CA
- Lucas met with Lake RCD to discuss their capacity needs.

#### *Planning:*

- Ali executed contract with John Nickerson for City of Napa FMP.
- Ali coordinated with City of Napa to draft an ROE for the City of Napa FMP.
- Ali coordinated with the forestry team regarding progress with FMPs (Napa Valley College, City of Napa FMPs, Seavey, Garden, Suscol).
- Lucas met with Earthforce.io to explore the potential for a demonstration project related to geospatially driven project implementation and monitoring support.

## **Salmon and Steelhead Monitoring**

Funders: California Coastal Conservancy, Napa Valley Vintners, Wildlife Conservation Commission, and Gasser Foundation

- No activity this month.

### **Sulphur Creek Fish Passage Barrier Removal Planning**

Funders: RCD, CDFW, CalTrout

- WRA continued working on hydrological model and stream channel design in coordination with CDFW fish passage engineer. 60% design is due in late February.
- Geotech contractor conducted drilling at site of new bridge footings in January.
- WRA requested first permitting meeting with RWQCB related to project
- WRA is preparing request for SERP concurrence from CDFW for CEQA coverage

### **USDA NRCS – Contribution Agreement-20**

Funder: NRCS

- Nothing to report this period.

### **Weed Management Area**

Funder: California Department of Food and Agriculture (subcontract with County of Napa)

- Chip has worked with Parks to schedule 4 upcoming workdays, all at WHP and some of which will be worked into the Spring Internship. Ashley is working with Chip and City Parks to do outreach.

### **Whale Tail Grant- Stream Watch**

Funder: California Coastal Commission

- Martin created streamwatch data visualizations.
- Ashley and Eric met to create a plan for a second Stream Engagement Activity to be held in partnership with UpValley Family Centers in Calistoga.

### **WSARE Cover Crops**

Funder: USDA Western SARE (subcontract with UC ANR)

- Ashley met with Emilie to start outlining outreach for the upcoming workshop series.

### **Upper York Creek Dam Removal Monitoring**

Funder: City of St. Helena

- Paul and Martin conducted a steelhead spawner survey following December high-flow events.
- Paul completed a draft of the Year 2 monitoring report including stream channel surveying, photo-monitoring, fish surveys, and turbidity monitoring, and submitted it for internal review.
- Paul attended multiple virtual meetings with City of St Helena staff and consultants to discuss the effects of recent high-flow events and coordinate upcoming agency meetings and field tours.

## Other

- **Fund Development:**
  - Frances participated in closeout meeting for Give!Guide campaign and prepared final round of donation thank yous.
  - Lucas worked with Martin and Frances to draft and submit grant requests to Napa Community Foundation and Gasser Foundation to support our ongoing fish barrier remediation efforts.
  - Lucas, Paul, Martin, and Frances met with Jonathan Koehler to discuss fish barrier database and prioritization, in prep for preparing several grant proposals to SCC and WCB.
  - Frances, Lucas, and County held kickoff meeting with grant writing consultant to assist with application of ICARP grant to develop Napa Countywide Climate Action Plan, which would be a collaborative Plan covering all municipalities in County.
  - Frances and Lucas participated in several meetings with North Coast partners to discuss joint grant to ICARP for planning and implementation for rainwater harvesting projects.
  - Frances and Lucas met with NV Grapegrowers to discuss joint application to CDFA Block Grant program for Healthy Soils Implementation.
  - Lucas presented to the Jack L. Davies Napa Valley Agricultural Land Preservation Fund about support for Million Trees Napa.
  - Frances met with Lowell Downey regarding Cradle Basket project, a history/art installation in the Oxbow Commons. Lowell is planning to apply for SCC Coastal Stories grant funds to implement project, in partnership with City of Napa, FCD, and California Indian Museum.
  - Lucas worked with Emilie Winfield to develop a project and fund development concept for the North Coast Soil Hub to take the CIG project to the next stage.
- **Communications:**
  - Bill participated on a TAC for the Regional Water Board Grazing Waiver to advise on how unpaved roads should be addressed in the Waiver.
  - Ashley and Frances put together the monthly newsletter.
  - Ashley made ongoing website maintenance and social media updates.
  - Frances worked with Bark Media to develop close-out plan for contract work with them, and transitioning Medium posting to RCDs.
- **Community Relations:**
  - Eric and Ashley updated and posted the 2022-23 Napa RCD Emerging Environmental Leaders Scholarship to our website and newsletter. Eric outreached the scholarship opportunity to teachers, guidance counselors, community partners, and administrators.
  - Eric met with the CARCD JEDI Charter Working Group.

- Frances participated in kickoff meeting for new CSWA project related to making climate smart ag materials more accessible for grapegrowers.
- **Community Education:**
  - Ashley and Eric participated in the monthly EECNC/Earth Day Napa meeting. Eric met with the new Earth Day Coordinator to help revise sponsorship opportunities and communications for 2023.
  - Eric prepared outreach materials and an application for the EECNC Darcy Aston Scholarship
- **Administration:**
  - Lucas, Ali, and Frances worked with Interior Spaces to continue the process of developing an interior design space plan for Suite 100B and 700B. Lucas explored financing options for the renovation.
  - Lucas developed a new office lease agreement with landlord Ted Edwards.
  - Frances coordinated holiday party. Thanks for coming and celebrating with us!
  - Frances worked with Bruce and Lauren to develop draft charter for proposed Board Fundraising Ad Hoc Committee.
  - Frances worked with Lucas and Ashley to develop Annual Report.
  - Lucas facilitated a meeting of the Governance Committee.
  - Lucas worked with Bruce and staff leads to coordinate next steps related to Program Advisory Committees. Bruce and Cio met with Lucas about watershed program related things.
  - Lucas planned a Finance Committee meeting.

**Upcoming Napa RCD Activities** - Updated February 3, 2023

Date	Event	Napa RCD's Role	Staff Contact	Notes
February 11, 2023	Community Oak Day St. Helena	Coordinating a community tree planting event	Danielle Ashton	Board Members can volunteer to plant or help with a resource table
February 18, 2023	Waterway Keepers Cleanup	Coordinating	Ashley Kvittek	<a href="https://naparcd.org/events/waterway-keepers-cleanup-876/">Board Members can volunteer and/or get trained up to lead volunteer events in the future; https://naparcd.org/events/waterway-keepers-cleanup-876/</a>
February 22, 2023	Leadership Napa Valley Board PICK	Napa RCD will have table for recruiting Board members	Lucas Patzek	4-6 PM; <a href="https://leadershipnapavalley.org/event-5039727">https://leadershipnapavalley.org/event-5039727</a>
February 25, 2023	Invasive Plant Workday @ Westwood Hills	Coordinating	Ashley Kvittek	<a href="https://naparcd.org/events/invasive-plant-workday-at-westwood-hills-park-569/">https://naparcd.org/events/invasive-plant-workday-at-westwood-hills-park-569/</a>
February 25, 2023	Envirothon 2023	Presenting on pollinators	Ruby Stahel	
March 9, 2023	Ag Day	Napa RCD will have table with interactive activity for kids	Danielle Ashton	Board Members can help conduct activities with kids
March 11, 2023	Monarch and Wildflower walk and talk at Newell Preserve	Guiding hike and talk	Ruby Stahel, Ashley Kvittek	
March 18, 2023	diRosa Natural Materials Conference	Walk & Talk Expertise	Ashley Kvittek	Details are still to be confirmed, but Alex and Ashley are both leading a Walk & Talk
March 25, 2023	Calistoga Mulch Madness	Napa RCD will have table to promote soil health & pollinator habitat	Ruby Stahel	Board Members can help engage public
April 8, 2023	Invasive Plant Workday @ Newell Open Space	Coordinating	Ashley Kvittek	
April 11, 2023	Fire Resources Fair, Napa	Napa RCD will have a table to promote forest health and fire resilience resources available to landowners	Ali Blodorn	Details are still to be confirmed
April 13, 2023	Napa Rise	Napa RCD will have table to promote soil health & pollinator habitat	Ruby Stahel	Coordinated by Napa Green; <a href="https://risegreen.org/pesticide-reduction/">https://risegreen.org/pesticide-reduction/</a>
April 22, 2023	Grgich Hills Pollinator earth day event	Talking about recent pollinator planting	Ruby Stahel	
April 23, 2023	Earth Day Napa Community Cleanup	Coordinating	Ashley Kvittek	Board Members can help by captaining a site; contact Ashley
April 23, 2023	Earth Day Napa Festival	Napa RCD will have interactive table	Ashley Kvittek	<a href="https://napaenvironmentaled.org/earth-day/#:~:text=Earth%20Day%20Napa%202023%20will,Earth%20Day%20Napa%20celebration!">Board members can help engage public; https://napaenvironmentaled.org/earth-day/#:~:text=Earth%20Day%20Napa%202023%20will,Earth%20Day%20Napa%20celebration!</a>
April 29, 2023	Redwood Planting Day at St. Helena Community Forest	Coordinating a community tree planting day	Ruby Stahel	
April 29, 2023	Invasive Plant Workday @ Westwood Hills	Coordinating	Ashley Kvittek	
May 13, 2023 and May 20, 2023	Climate Friendly Garden Tour	Coordinating	Ashley Kvittek	Board Members can help greet tour-goers
May 20, 2023	3rd Saturday Hike with Napa Open Space	Coordinating	Ashley Kvittek/Danielle Ashton	