



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

**AGENDA**

**When:** Thursday, November 14, 2024 at 8:00 A.M.

**Where:** JoAnn Busenbark Board Room, Napa Valley Transit Authority (NVTA),  
625 Burnell St, Napa, CA

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>	Karen Turjanis <b>Director</b>
		Lucas Patzek <b>Executive Director</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 in-person at the location noted above. All materials relating to the agenda are available for public inspection at the District office Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M., except for District Holidays. The agenda is available online at: <http://naparcd.org/>

The public should attend Board meetings in-person to ensure the ability to observe and participate. Remote teleconference access is provided for the public’s convenience and in the event that a Director requests remote participation due to just cause or emergency circumstances pursuant to Government Code section 54953(f). Please be advised that if a Director is not participating in the meeting remotely, remote participation for members of the public is provided for convenience only and in the event that the Zoom teleconference connection malfunctions for any reason, the Board of Directors reserves the right to conduct the meeting without remote access and take action on any agenda item. The public may participate telephonically or electronically via the methods below:

Via videoconference at:  
<https://us02web.zoom.us/j/82906548567?pwd=aHDQdilfwsFvJqZBlm6Y6ykBXbHv3O.1>  
Meeting ID: 829 0654 8567, Password: 032

Via teleconference at:  
Call 669-900-9128 and enter: Meeting ID: 829 0654 8567, Password: 032

Members of the public may comment on any subject over which the District has jurisdiction that is not on the meeting agenda during the general Public Comment item of the agenda. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public

comment. While members of the public are welcome to address the Board of Directors, under the Brown Act, Directors may not deliberate or take action on items not on the agenda, and generally may only listen.

Members of the public may submit a public comment in writing by emailing [Tatia@NapaRCD.org](mailto:Tatia@NapaRCD.org) by 4:00 P.M. on the day prior to the meeting with "Public Comment" as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 350 words or less, which corresponds to approximately 3 minutes or less of speaking time. Public comments emailed after the deadline described above will be entered into the record but not read out loud. If authors of the written correspondence would like to speak, they are free to do so and should raise their hand and the Chair will call upon them at the appropriate time.

Requests for disability related modifications or accommodations, aids, or services must be made to Tatia Wieland, District Secretary, at 707-690-3110 or [Tatia@NapaRCD.org](mailto:Tatia@NapaRCD.org) during regular business hours at least 48 hours prior to the time of the meeting.

## 1. CALL TO ORDER, ROLL CALL

- A. Call to order and roll call** – The meeting is to be called to order by the Chair at 8:00 A.M.
- 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 October 10, 2024 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 October 2024.

## 2. PUBLIC COMMENT

Members of the public may comment on any subject over which the District has jurisdiction that is not on the meeting agenda at this time. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public comment. While members of the public are welcome to address the Board of Directors, under the Brown Act, Directors may not deliberate or take action on items not on the agenda, and generally may only listen.

## 3. EDUCATIONAL PRESENTATION

Presentation by Frances Knapczyk, Program Director, and Ashley Kvittek, Community Engagement Project Manager about recent planning to bring Napa RCD's youth education programs in accordance with the 2024-2029 Strategic Plan.

#### 4. CONSENT CALENDAR

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

**A. Ratify Agreement No. 2024029 with San Francisco Estuary Institute/Aquatic Science Center.**

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Napa RCD wishes to obtain assistance with developing a scope and budget for a phased Napa County Forest & Habitat Health Strategy. It desires to partner with San Francisco Estuary Institute/Aquatic Science Center on this effort given their unique experience with the North Bay Re-Oaking Strategy and other landscape-scale conservation planning projects in the Bay Area. The agreement shall not exceed \$25,000. The funding sources are the Napa County JPA and Regional Forest and Fire Capacity (RFFC) Grant Program Agreement No. 3020-1005 with the California Department of Conservation (DOC). Executive Director Patzek signed this Agreement on October 21, 2024.

**B. Ratify Agreement No. 2024030 with North Valley Labor Compliance.**

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Napa RCD wishes to obtain professional services from North Valley Labor Compliance to support wage compliance for a vegetation management project on Napa Valley College's Mt Veeder Bumpy Camp property. This agreement shall not exceed \$1,500. The funding source is Agreement No. 2CA0502 with the Department of Forestry and Fire Protection (Cal Fire). Executive Director Patzek signed this Agreement on October 29, 2024.

**C. Authorize Executive Director to execute Agreement No. 24-C25 with the Napa Valley Transportation Authority (NVTA).**

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NVTA wishes to obtain specialized services from Napa RCD to maintain tree plantings during the Summer 2024 through Summer 2027 maintenance season in support of the Napa Valley Vine Trail Project. Agreement No. 24-C25 shall not exceed \$63,000 and shall expire on December 31, 2027.

**D. Authorize Executive Director to execute professional services agreements with vegetation management contractors funded by existing agreements.**

Napa RCD wishes to obtain professional services from one or more qualified vegetation management contractors identified through a completed Request for Qualifications process. The contractor(s) will implement vegetation management activities for the "Napa Valley College Forest Health and Wildfire Resilience Project" and/or "Berryessa Forest Health and Wildfire Resilience Project." The "Napa Valley College Forest Health and Wildfire Resilience Project" shall not exceed \$80,000, is funded through the Department of

Forestry and Fire Protection (Cal Fire) Agreement No. 2CA0502, and involves implementation of vegetation management activities on Napa Valley College’s Mt Veeder Bumpy Camp property. The “Berryessa Forest Health and Wildfire Resilience Project” shall not exceed \$70,000, is funded through the Napa Valley Vintners Healthy Community Fund (NVVHCF) Agreement No. 2023009, and involves implementation of vegetation management and acorn planting across three private properties in Berryessa. CEQA Notices of Exemption have been filed for both projects.

**E. Authorize Executive Director to execute professional services agreements with Dogwood Springs Forestry and LACO Associates.**

Napa RCD wishes to obtain professional services from Dogwood Springs Forestry and LACO Associates to support the development of a Cal Fire Forest Health Grant proposal. The funding source is the RFFC Grant Program Agreement No. 3020-1005 with the DOC.

## 5. BUSINESS

**A. Presentation and potential action to support a proposed countywide HCP/NCCP.**

*Yvonne Baginski*

A local coalition has been advocating for the development of a [habitat conservation plan \(HCP\)](#) or natural community conservation plan (NCCP) covering all of Napa County. This coalition is seeking support for this idea.

**B. Updates about the Huichica Creek Riparian & Salt Marsh Restoration Project and potential action to establish a new advisory committee.** *Lucas Patzek*

**C. Potential action to adopt Policy No. 2023 titled “Telecommuting and Remote Work” and authorizing Executive Director to work with counsel on final review.** *Lucas Patzek*

**D. Updates from the Funding & Visibility Committee.**

a. **General updates.** *Bruce Barge & Lucas Patzek*

b. **Updates about the GiveGuide campaign.** *Frances Knapczyk*

## 6. 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. Directors may also provide comments and updates.

## 7. ADJOURNMENT



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

## MINUTES

**When:** Thursday, October 10, 2024 at 8:00 A.M.

**Where:** JoAnn Busenbark Board Room, Napa Valley Transit Authority (NVTA),  
625 Burnell St, Napa, CA

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>	Karen Turjanis <b>Director</b>
		Lucas Patzek <b>Executive Director</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 8:05 A.M. on Thursday, October 10, 2024 by Vice President Rainer Hoenicke.

#### A. Call to order and roll call.

Directors present included Rainer Hoenicke, Paul Asmuth, Gretchen Stranzl McCann, and Karen Turjanis. Director Bruce Barge, Jim Lincoln, and Bill Pramuk were absent. Associate Directors Ernie Schlobohm and Bryan Parker were present. Napa RCD staff present included Lucas Patzek, Tatia Wieland, Frances Knapczyk, and Monique Byro. District Counsel Corey Utsurogi was present. Evelyn Denzin from NRCS was present.

#### B. Approval of the agenda.

Approved the agenda for this meeting.

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

#### C. Approval of meeting minutes.

Approved minutes from the September 19, 2024 regular meeting.

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

**D. Ratification of District bills.**

Ratified bills approved by the Executive Director in the amount of \$88,094.19.

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

**2. PUBLIC COMMENT**

No comments from the public.

**3. EDUCATIONAL PRESENTATION**

Deborah Elliott, Climate Action Management Analyst for the City of Napa, presented the City’s climate priorities and programs. She reported on the City of Napa’s current focus of reducing greenhouse gas emissions by adding electric vehicle charging stations, improving building efficiency, engaging the community, sustainable purchasing, and compost implementation. She also presented on The Countywide Climate Action Committee (CAC) and the Napa County Regional Climate Action Plan as a roadmap for climate resilience.

**4. CONSENT CALENDAR**

Approved consent calendar.

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

- A. Authorize Executive Director to execute Right of Entry Agreements for implementation projects funded by the Napa Valley Vintners Healthy Community Fund Agreement No. 2023009.**
- B. Authorize Executive Director to execute Right of Entry Agreement with Napa Valley College.**

**5. BUSINESS**

**A. Reappointment of three Associate Directors.**

Reappoint Chris Carpenter, Bryan Parker, and Lucio Perez as Associate Directors.

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

**B. Submittal of CEQA Notice of Exemptions (NOE) authorized.**

Authorize the submittal of Notice of Exemptions for the “Napa Valley College Forest Health and Wildfire Resilience Project” and the “Berryessa Forest Health and Wildfire Resilience Project.”

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

**C. Presentation of District financial reports.**

Executive Director Lucas Patzek presented trends in funding sources, staff and consulting levels, cash reserves, and community contributions. Tatia Wieland presented a cash on hand report including deferred revenue and accounts receivable.

**D. Updates from the Funding & Visibility Committee.**

Frances Knapczyk presented on community engagement updates, education programs, Coastal Cleanup Day, The Watershed Symposium, and recent tabling events.

**6. REPORT FROM EXECUTIVE DIRECTOR, DISTRICT CONSERVATIONIST, AND DIRECTORS’ COMMENTS**

Lucas Patzek (Napa RCD Executive Director) spoke about a meeting request from U.S. Representative Mike Thompson.

Evelyn Denzin (NRCS District conservationist) shared that NRCS are sending out notices for applications, including Climate-Smart Agriculture practices.

**7. ADJOURNMENT**

The meeting was adjourned at 9:32 A.M.

The next regularly scheduled meeting for the Board of Directors of the Napa County Resource Conservation District is November 14, 2024.

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT  
AGREEMENT NO. 2024029**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between NAPA COUNTY RESOURCE CONSERVATION DISTRICT (hereinafter referred to as "NCRCD") and the San Francisco Estuary Institute/Aquatic Science Center (hereinafter referred to as "CONTRACTOR" or "SFEI/ASC").

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

**WHEREAS, NCRCD** has the need of assistance in developing a scope and budget for a phased Napa County Forest & Habitat Health Strategy; and

**WHEREAS, CONTRACTOR** has demonstrated experience and expertise in the performance of such service and has agreed to assist NCRCD,

**NOW, THEREFORE,** the parties agree as follows:

**ARTICLE I. STATEMENT OF THE WORK**

CONTRACTOR shall perform services in accordance with its proposal entitled SCOPE OF WORK, which is attached hereto and incorporated herein as Exhibit A.

**ARTICLE II. PERIOD OF PERFORMANCE**

The period of performance of this agreement will be from **October 21, 2024** through **January 31, 2025** unless extended by mutual agreement or terminated in accordance with Article IX TERMINATION.

**ARTICLE III. COST AND PAYMENT**

- A. NCRCD agrees to pay for the direct and indirect cost of work of the agreement to a maximum amount of **\$25,000.00** in accordance with the budget attached hereto as Exhibit B.
- B. Invoices shall be emailed to: [accounting@naparcd.org](mailto:accounting@naparcd.org)

**ARTICLE IV. PROJECT MANAGEMENT**

- A. The work will be under the direction of CONTRACTOR's principal investigator as shown in part B.

B. Questions regarding technical matters relating to this contract should be addressed to:

Agency	<b>SFEI/ASC</b>	<b>NCRCD</b>
Name	Melissa Foley	Alison Blodorn
Title	Principal Investigator	Program Manager
Address	4911 Central Avenue	1303 Jefferson Street Suite 100B
	Richmond, CA 94804	Napa, CA 94559
Phone	510-746-7345	707-690-3115
Email	melissaf@sfei.org	alison@naparcd.org

C. No substitution may be made for CONTRACTOR's principal investigator or technical matter contact without the prior written concurrence of NCRCD.

D. The contacts for business matters relating to the work performed hereunder are:

Agency	<b>SFEI/ASC</b>	<b>NCRCD</b>
Name	Meredith Lofthouse	Tatia Wieland
Title	Contracts Associate III	Accounting & Administrative Specialist
Address	4911 Central Ave.	1303 Jefferson Street Suite 100B
	Richmond, CA 94804	Napa, CA 94559
Phone	510-746-7357	707-361-7320
Email	meredithl@sfei.org	<a href="mailto:tatia@naparcd.org">tatia@naparcd.org</a> ; <a href="mailto:accounting@naparcd.org">accounting@naparcd.org</a>

#### **ARTICLE V. AUDIT**

NCRCD will have the right to audit CONTRACTOR's invoices and all supporting documents for purposes of compliance with this agreement during the term of this agreement and for a period of three years after final payment under this agreement.

#### **ARTICLE VI. INDEMNIFICATION**

NCRCD and CONTRACTOR shall defend, indemnify and hold the other Party, their officers, directors, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), demands, actions, costs, or claims for injury or damages

of any kind or nature arising out of this agreement except such loss or damage which was caused by the sole negligence or willful misconduct of the other Party.

#### **ARTICLE VII. DELAYS**

- A. If for any reason CONTRACTOR cannot deliver any interim or final deliverable by the date specified in the Scope of Work, CONTRACTOR shall immediately notify the Principal Investigator. If the Principal Investigator believes that CONTRACTOR has taken all reasonable steps necessary to submit deliverables by the due date, the Principal Investigator may grant an extension of time without penalty. No extension will be deemed to have been granted unless made in writing.
  
- B. Any substantial delay in submission of deliverables may result in termination by default as spelled out in ARTICLE IX. TERMINATION.

#### **ARTICLE VIII. FORCE MAJEURE**

If lack of performance by CONTRACTOR is caused by fire, flood, earthquake, catastrophic storm, act of war, epidemic, quarantine, or strike involving significant damage to CONTRACTOR'S facilities or fatality or serious illness of key personnel, no penalties shall be assessed. In the event of such occurrence, CONTRACTOR shall notify Principal Investigator at the earliest practicable time and shall indicate whether and when deliverables can be submitted. If deliverables will be delayed more than 90 days beyond the due date, NCRCD may terminate the contract for convenience, and shall make an equitable adjustment as specified in ARTICLE IX. TERMINATION.

#### **ARTICLE IX. TERMINATION**

Either party may suspend or terminate this agreement upon thirty (30) days advance written notice to the other party. If this agreement is suspended or terminated not due to the fault of CONTRACTOR, CONTRACTOR will be paid for services it satisfactorily performed to the date of suspension or termination, conditional upon delivery of all products to NCRCD and their approval by NCRCD. In no event will CONTRACTOR be entitled to the recovery of damages arising out of or related to the suspension or termination of this agreement.

#### **ARTICLE X. DISPUTES**

Any dispute arising under this contract that is not settled by agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this agreement, CONTRACTOR shall proceed diligently with the performance of this contract.

#### **ARTICLE XI. INDEPENDENT CONTRACTOR**

CONTRACTOR and its employees, consultants, agents, or independent subcontractors will perform all services under this agreement as independent contractors. Nothing in this agreement will be deemed to create an employer-employee or principal-agent relationship between NCRCD and CONTRACTOR'S employees, consultants, agents and lower tier subawardees will not by virtue of any services provided under this agreement, be entitled to

participate, as an employee or otherwise, in or under any employee benefit plan of NCRCD or any other employment right or benefit available to or enjoyed by NCRCD.

#### **ARTICLE XII. SUBCONTRACTING**

CONTRACTOR shall not subcontract all or any portion of the work covered by this agreement to any subcontractor other than those identified in the Scope of Work (Exhibit A), without prior written agreement by the NCRCD Principal Investigator. NCRCD shall not approve any invoices submitted for payment that include work by any subcontractor, unless such prior written agreement has been obtained. CONTRACTOR shall require each of its subcontractors to adhere to the terms of this agreement.

#### **ARTICLE XIII. DEBARMENT**

Neither CONTRACTOR, nor any officer or controlling interest-holder of said CONTRACTOR, is currently, or has been previously, on any debarred bidder's list maintained by the United States Government.

#### **ARTICLE XIV. GOVERNING LAW**

This agreement will be governed and construed by the laws of the State of California.

#### **ARTICLE XV. SPECIAL PROVISIONS**

Additional provisions set forth in the attached Exhibit C, if applicable, are incorporated herein by reference.

#### **ARTICLE XVI. NONDISCRIMINATION**

- A. During the performance of this agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), and disability (mental and physical) including HIV and AIDS, and denial of pregnancy disability leave or reasonable accommodation. CONTRACTOR and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  
- B. Executive Order 11246  
CONTRACTOR shall comply with the requirements of Executive Order 11246, as amended, relating to equal employment opportunity and as supplemented by regulations at 41 C.F.R part 60. The provisions of Executive Order 11246, as amended, and 41 C.F.R. § 60-1.4 are herein incorporated by reference.

C. Equal Opportunity Employer Provisions

CONTRACTOR shall comply with the provisions of 41 C.F.R § 60-741.5 & 41 C.F.R. § 60-300.5, which are herein incorporated by reference.

CONTRACTOR shall include the nondiscrimination and compliance provisions of this article in all subcontracts to perform work under contract.

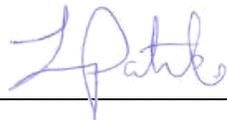
**ARTICLE XVII. SCOPE OF THIS AGREEMENT**

This agreement states the entire contract between the parties as of the date of final signature below in respect to the subject matter of the agreement and supersedes any previous written or oral representations, statements, negotiations, or agreements. This agreement may be modified only by written amendment executed by the authorized representatives of both parties with the exception of no-cost time extensions, in which case electronic correspondence is made acceptable.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

For the Napa County Resource Conservation District (NCRCD):

For CONTRACTOR:

  
\_\_\_\_\_

\_\_\_\_\_

Lucas Patzek, Executive Director

Warner Chabot, Executive Director

Date: 10/21/2024

Date: \_\_\_\_\_

## Exhibit A: Scope of Work

# Napa County Forest & Habitat Health Strategy

## SFEI Scope of work

Goal: Develop a scope of work and budget for a phased Napa County Forest & Habitat Health Strategy that provides practical information on existing conditions and how to foster forest and other terrestrial habitat resilience under a changing climate through management choices.

### Task 1: Information Gathering

- Conduct basic research and information gathering on prior/existing/upcoming efforts in Napa County to refine the goals of and approach for developing the Forest & Habitat Health Strategy, including key stressors to address in the Strategy.
- Conduct interviews with Napa RCD and up to four local partners and experts identified by Napa RCD (e.g., Land Trust of Napa County, Napa Firewise, Napa County Fire Administration, local Registered Professional Forester and/or botanist) to better understand local needs and how the product will be used by Napa RCD and partners.

### Task 2: Scope and Budget Development

- Develop a phased scope and budget for strategy development that can feed into fund development.
- Identify potential roles for SFEI and partner organizations, where possible.
- Meet with Napa RCD to discuss progress and get feedback on draft products.
- Assist Napa RCD in identifying government funding sources to support the development of the Forest & Habitat Health Strategy.

### Task 3: Project Management and Internal Coordination

- Manage project deliverables, complete progress reports, track the budget, and submit invoices.
- Meetings with SFEI staff to coordinate and review work.

## Timeline

Task	Timeline
Information Gathering	November 22, 2024
Scope and Budget Development	December 31, 2024
Project Management	January 31, 2025

**Exhibit B: Budget****Budget**

<b>Task</b>	<b>Hours</b>	<b>Budget</b>	<b>Deliverable</b>
Information Gathering	64	\$11,777	Summary of interviews and document review
Scope and Budget Development	52	\$11,130	Phased scope and budget for the Forest Health Strategy
Project Management	11	\$2,093	Invoices and progress report (if needed)
<b>TOTAL</b>	<b>127</b>	<b>\$25,000</b>	

**Categorical Rate Table**

<b>Category</b>	<b>Inclusive Hourly Rate Thru 6/25</b>
Admin	\$125.61
Assoc Sci I&II/Assoc Tech Specialist I&II	\$131.90
Environmental/Tech Analyst	\$111.19
Manager/Sr Scientist I-IV/Sr Tech Specialist I-IV	\$231.16
Program Director/Managing Sr Scientist/Managing Director	\$270.90
Scientist I/Tech Specialist I	\$144.67
Scientist II/Tech Specialist II	\$159.83
Sr Environmental/Sr Tech Analyst	\$117.71

**PROFESSIONAL SERVICES AGREEMENT FOR  
LABOR COMPLIANCE CONSULTING SERVICES  
BETWEEN  
NAPA COUNTY RESOURCE CONSERVATION DISTRICT  
AND  
NORTH VALLEY LABOR COMPLIANCE SERVICES**

This Professional Services Agreement for labor compliance consulting services ("Agreement") is made and entered into this 29th day of October, 2024, by **NAPA COUNTY RESOURCE CONSERVATION DISTRICT** (the "District" or "Owner") and **NORTH VALLEY LABOR COMPLIANCE SERVICES** (the "Consultant" or "NVLCS").

**RECITALS**

This Agreement is entered into in consideration of the following matters:

**WHEREAS**, under California Labor Code sections 1720-1860, all workers employed on a public works contract must be paid the prevailing rate of per diem wages as well as Federal Labor Standards set forth in the Davis Bacon Act (40 USC 276 ©; and the Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333);

**WHEREAS**, the Department of Industrial Relations ("DIR") and Department of Labor ("DOL") have established regulations governing the payment of prevailing wages on public works contracts;

**WHEREAS**, the District is in need of professional services for labor compliance consulting for the "Napa Community College Fuel Reduction" ("Project");

**WHEREAS**, the Consultant has the necessary qualifications to provide such services for the Project; and

**WHEREAS**, the parties desire by this Agreement to establish the terms and conditions for retention of the Consultant to provide the professional services described herein.

**AGREEMENT**

**NOW, THEREFORE**, the District and the Consultant do agree as follows:

**PART I  
DEFINITIONS**

Additional Services shall mean any services not provided for under this Agreement and as defined in Part II, Section 4 hereof.

Agreement shall mean this Professional Services Agreement as the same now exists, or as it may, from time to time be amended by any supplemental agreement entered into by the parties pursuant to the provisions hereof.

District shall mean Napa County Resource Conservation District.

Consultant shall mean North Valley Labor Compliance Services, a sole proprietorship.

Compensation shall mean the costs of Services as established in the Compensation Schedule attached hereto as Exhibit "B"

Department of Industrial Relations or DIR shall mean the California Department of Industrial Relations.

Department of Labor or DOL shall mean the United States Department of Labor.

Effective Date shall mean the date of execution of this Agreement.

Menu of Services shall mean the list of tasks to be provided by the Consultant under this Agreement as presented in Exhibit "A."

Project(s) shall mean any new construction or modernization projects being constructed by the District using funds derived from the Bond Acts, or as otherwise directed by the District.

Services or Work shall mean the labor compliance consulting services provided by the Consultant under this Agreement.

Site shall mean any real property owned or leased by the District, or over which the District has a utility easement or right of way for which funds derived from the Bond Acts may be used to improve the property.

## **PART II PROFESSIONAL SERVICES: TERMS & CONDITIONS**

### **Section 1 – Purpose**

The purpose of this Agreement is as follows:

- A. To establish the terms and conditions for the provision of labor consulting services by the Consultant to the District.
- B. To establish the Menu of Services to be provided by the Consultant.
- C. To set forth the relationship between each party and establish the duties and responsibilities of each party hereunder.

## **Section 2 – Menu of Services**

The Consultant shall provide the District with the Services described in the Menu of Services attached hereto as Exhibit "A."

## **Section 3 – Compensation**

- A. The Consultant shall be compensated based on the hourly rates set forth in Exhibit "B" and within the not to exceed amounts designated for each project therein. The Consultant shall not perform any work in excess of the not to exceed amounts listed in Exhibit "B" without the express written consent of the District. The Consultant shall be reimbursed for appropriate direct costs, other than administrative overhead and salary costs in accordance with the schedule set forth in Exhibit "C" provided however that the Consultant may not charge an hourly rate for travel time.
- B. The District shall compensate the Consultant for performing Additional Services described in Exhibit "D", within timeframes established in Part II Section 3 b. These additional services may exceed the NOT TO EXCEED value for project.
- C. The District shall pay the Consultant within thirty (30) calendar days of receipt of reimbursement from funders. The District shall submit Consultant's month invoice, which will set forth the hours actually worked in each billing period and the project to which such hours apply, for reimbursement monthly.
- D. Invoices shall be sent to: Napa County Resource Conservation District.

## **Section 4 – Additional Services**

The Consultant shall not be compensated for any Services other than those described in the Menu of Services ("Additional Services" Exhibit "D"), except as provided in this paragraph. If Additional Services seem merited by the Consultant or the District, and informal consultations between the parties indicate that such Services are warranted, the Additional Services shall be approved in writing by the District in the following manner: a letter outlining the Additional Services shall be forwarded to the District by the Consultant with a statement of estimated cost changes to the fee or time schedule. The District shall review the letter and may approve or reject the Additional Services and costs proposed in the letter. The letter shall be executed by both parties before performance of any such Additional Services or the District will not be required to pay for the changes in the Menu of Services.

## **Section 5 – Maintenance of Records**

Books, documents, papers, accounting records, and other evidence pertaining to Work done and costs incurred pursuant to this Agreement shall be maintained by the Consultant and made available for inspection, audit and copying by the District, DIR or DOL at all reasonable times during the term of this Agreement and for three (3) years after the close-out date of each Project or as otherwise required by law. Upon expiration of the three (3) year period, the Consultant shall return the records to the District.

## **Section 6 - District Responsibilities**

- A. The District shall provide to NVLCS complete information regarding the District's requirements for the Program.
- B. The District shall examine information submitted by NVLCS and shall render decisions pertaining thereto promptly.
- C. The District shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Program.
- D. The District shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with NVLCS, consistent with this Agreement. At the request of NVLCS, sufficient copies of the Contract Documents shall be furnished to NVLCS to permit the timely performance of services, by the District at the District's expense.

## **Section 7 – Ownership and Use of Work**

All documents and materials prepared pursuant to this Agreement shall be considered the property of the District for which it was prepared, and will be turned over to the District upon demand, but in any event upon completion of the Work. The District has the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of the Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

## **Section 8 – Findings Confidential**

Any reports, information, data or materials given to or prepared or assembled by the Consultant under this Agreement are confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the District.

## **Section 9 – Conflict of Interest**

The Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of Services pursuant to this Agreement.

## **Section 10 – Term of Agreement**

The initial term of this Agreement shall be for one (1) year from the Effective Date with completion of the project (all certified payroll documents received). NVLCS will complete the final processing of labor compliance reports for the District, DIR and DOL with the anticipated completion of 3 months after project completion. It is intended that this Agreement can be extended or amended

consistent with the intent of the parties, the requirements of the Department of Industrial Relations and the California Labor Code and in accordance with Section 27 hereof.

### **Section 11 – Time of Performance**

The Consultant shall commence on the Effective Date and perform Services in a prompt and timely manner.

### **Section 12 – Delays in Performance**

Neither the District nor the Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement such circumstances include but are not limited to: abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### **Section 13 – Compliance with Law**

- A. The Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If the Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to the District, the Consultant shall be responsible for indemnifying and holding the District harmless as provided in this Agreement.

### **Section 14 – Standard of Care**

The Consultant's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

### **Section 15 – Assignments**

The Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement to perform Services without prior written consent of the District, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment.

### **Section 16 – Independent Consultant**

The Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of the Consultant shall by this Agreement become an agent or employee of the District. The Consultant shall have no authority, express or implied, pursuant to

this Agreement to bind the District to any obligation whatsoever, except as specifically provided in writing by the District.

### **Section 17 – Integration**

This Agreement represents the entire understanding of the District and the Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

### **Section 18 – Insurance**

The Consultant shall provide and maintain at all times during the performance of this agreement, the following professional liability and automobile liability insurance:

**Coverage** - Coverage shall be at least as broad as the following:

- A. Coverage for Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
- B. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** - The Consultant shall maintain limits no less than the following:

- A. Professional Liability - One million dollars (\$1,000,000) per claim and annual aggregate.
- B. Automobile Liability – Three Hundred Thousand (\$300,000) for bodily injury and property damage each accident limit.

**Required Provisions** -

- A. The policies specified above are to state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to District.

- B. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to District, its directors officers, employees, or authorized volunteers.
- C. All policies specified above shall be primary to any insurance maintained by the District that may provide additional coverage for any loss.

Such liability insurance shall indemnify the Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to District.

**Workers' Compensation and Employer's Liability Insurance** - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this agreement, all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

**Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by District.

**Evidences of Insurance** - Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1 and 2.

The Consultant shall, upon demand of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

**Continuation of Coverage** - If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to District at least ten (10) days prior to the expiration date.

**Sub-Consultants** - In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

### **Section 19 – Mutual Indemnity**

- A. NVLCS shall, with respect to all work which is covered by or incidental to this Agreement, defend, indemnify and hold District harmless from and against any and all liens and claims asserted by firms or individuals claiming through NVLCS, and all claims liability, loss, damage, costs, or expenses, including reasonable attorney's fees, expert's fees, awards, fines, or judgments, arising by reason of any claim for the death or bodily injury to persons or injury to property, to the extent caused by NVLCS' negligence or willful misconduct. However, NVLCS shall not be obligated under this Agreement to indemnify District to the extent that the damage is caused by the negligence or willful misconduct of District or its agent or servants other than NVLCS.
- B. Waiver of Subrogation: The District and NVLCS waive all rights against each other and against the Contractor, Design Professionals, consultant, agents, and employees of the other for damages during construction covered by any property insurance as set forth in the Construction Contract.

### **Section 20 – Laws, Venue, and Attorneys' Fees**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Sutter, State of California, or in a federal court with jurisdiction. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

### **Section 21 – Termination or Abandonment**

- A. The District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to the Consultant. In the event such notice is given, the Consultant shall cease immediately all Services in progress.
- B. The Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to the District.
- C. If any party hereunder fails to perform any material obligation under this Agreement, then, in addition to any other remedies, the non-breaching parties may terminate this Agreement immediately upon written notice.
- D. Upon termination of this Agreement, all property belonging to the District which is in Consultant's possession shall be returned to the District. The Consultant shall furnish the District with a final invoice for Services performed by the Consultant. The District shall have no obligation to pay the Consultant for Services performed after termination of this Agreement.

**Section 22 – Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

**DISTRICT:**

Napa County Resource Conservation District  
1303 Jefferson St #500b  
Napa, CA 94559

Attention: Lucas Patzek

**CONSULTANT:**

North Valley Labor Compliance Services  
6955 N. Durango Drive Ste. 1115-254  
Las Vegas, NV 89149  
Phone: (714) 408-8687

Attention: Carolyn Lay

and shall be effective upon receipt thereof.

**Section 23– Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

**Section 24 – Severability**

The unenforceability, invalidity or illegality of any provision(s) or portion thereof of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

**Section 25 – Time of Essence**

Time is of the essence for each and every provision of this Agreement.

**Section 26 – Successors and Assigns**

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by the Consultant without prior written consent of District.

**Section 27 – Amendments**

This Agreement shall not be amended, modified or changed in any way without the prior written consent of the District.

**Section 28 – Interpretation**

The agreements contained herein shall not be construed in favor of or against any party but shall be construed as if all parties prepared this Agreement.

**Section 29 – Counterparts**

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

**Section 30 – Exhibits and Recitals**

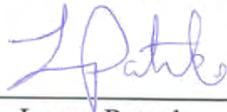
All Exhibits and Recitals contained herein are hereby incorporated into this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

DATE: 10/29/2024

DISTRICT: **NAPA COUNTY RESOURCE  
CONSERVATION DISTRICT**

By:   
Lucas Patzek

DATE: 10/29/24

CONSULTANT: **NORTH VALLEY LABOR  
COMPLIANCE SERVICES**

By:   
Carolyn Lay, Owner  
Federal Tax I.D. Number 20-3064636

## **EXHIBIT "A"**

### **MENU OF SERVICES**

#### **I. EDUCATION**

##### **TASK: GENERAL CONSULTING**

1. The Consultant shall provide the District and its staff with general consulting services on labor compliance, as required by the District.
2. The Consultant shall cooperate and assist the District's construction management team, legal counsel, and other District consultants with issues related to labor compliance as necessary.
3. The Consultant shall remain apprised of any changes, additions or other modifications to applicable labor law.

##### **TASK: TRAINING**

1. The Consultant shall provide labor compliance training for the following individuals and entities: (a) the District's facilities department, (b) construction managers, (c) and any other District consultants that may require such training.

#### **II. BID ADVERTISEMENT AND CONTRACT REVIEW**

##### **TASK: GUIDANCE WITH CORRECT PREVAILING WAGE LANGUAGE**

1. The Consultant shall review contract documents and guide the District so that correct language is included in the bid advertisement, notice to bidders, information to bidders and construction contract/agreement.

#### **III. SERVICES TO BE COMPLETED**

- Conduct LCP Workshop, via internet, phone, fax, email etc. with awarded contractors
- Provide Napa County Resource Conservation District with correct prevailing wage sheets for the project from the Department of Industrial Relations and the Department of Labor.
- Check for each Contractor's DIR registration, Licensing and Insurance.
- Constant communication with Contractors, receipt and review of certified payroll and supporting documents for duration of project, to include verification of wages, classifications, payment of fringe benefit payments and training fee payments. Certified apprentices on the job and adherence to apprenticeship requirements, as it pertains to public works.

**EXHIBIT "B"**

**COMPENSATION SCHEDULE**

**I. Hourly Rates**

<b>POSITION</b>	<b>RATE/HOUR</b>
Carolyn Lay, Labor Compliance Specialist	\$ 75.00
Labor Compliance Specialists	\$ 75.00

**II. Not to Exceed Amount for Project**

<b>PROJECT</b>	<b>AMOUNT</b>
"Napa Community College Fuel Reduction Project" (with an estimated construction value of \$70,000.00 and a duration of 3-4 weeks, weather permitting), obtain payroll and supporting documents and review for compliance.	Not to Exceed Value for Labor Compliance services \$1,500.00 (One thousand five hundred dollars).

## **EXHIBIT "C"**

### **ALLOWABLE REIMBURSABLE**

NVLCS will be reimbursed for reasonable expenses incurred in conjunction with the project. The items allowable for reimbursement are as follows:

1. Cost of printing and distributing documentation and reports at .10 cents a copy.
2. Cost of postage, UPS, Federal Express, and other deliveries.
3. Cost of sub-consultants hired by Consultant as approved by the District in advance.
4. Cost of other items as required, with prior approval from District.

## **EXHIBIT "D"**

### **ADDITIONAL SERVICES**

At the request of the District, NVLCS shall perform Additional Services and NVLCS shall be compensated for same as provided in Part II Section 3 A. & C. at the rate established in EXHIBIT "B", which may EXCEED the NOT TO EXCEED value for each project.

1. Preparation for and serving as a witness in connection with any public or private HEARING or arbitration, mediation, disciplinary or enforcement action, or legal proceeding.



## NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

### AGREEMENT NO. 24-C25

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as “NVTA”, and Napa County Resource Conservation District (NCRCD), a special district of the State of California, whose mailing address is 1303 Jefferson Street, Suite 500B, Napa, CA 94559, hereinafter referred to as “CONTRACTOR”;

#### RECITALS

**WHEREAS**, NVTA wishes to obtain specialized services to provide maintenance services of tree plantings during the Summer 2024 through Summer 2027 maintenance season in support of the Napa Valley Vine Trail Project; and

**WHEREAS**, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NVTA under the terms and conditions set forth herein;

#### TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on **December 31, 2027**, unless earlier terminated as provided herein.
2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR’s proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary, or conflict with the terms of this Agreement are null and void.
3. **Compensation.**
  - (a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

(b) Expenses. Authorized expenses listed in Exhibit B will be reimbursed by NVTA in accordance with federal and state guidelines.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of **\$63,000** for professional services and expenses; provided, however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

**4. Method of Payment.**

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy 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. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559, or electronically to [ap@nvta.ca.gov](mailto:ap@nvta.ca.gov), who after review and approval as to form and content, shall submit the invoice to the NVTA Director of Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

**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, NVTA 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 NVTA may monitor the work performed by CONTRACTOR. NVTA 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. 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. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the 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 NVTA with certification of all such coverages upon request by NVTA's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

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.

2. Professional Liability/Errors and Omissions. Professional liability/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 coverage's referenced in 6(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with NVTA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties.

7. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

8. **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. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NVTA 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.** This Agreement may be terminated by either Party for any reason and at any time by giving no less than thirty (30) days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA. CONTRACTOR hereby authorizes the NRCDD Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement in behalf of CONTRACTOR. .

10. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person, electronic mail, or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. If receipt of notice is refused by NVTA or if notice is undeliverable due to NVTA's failure to provide a change of address, notice shall be deemed waived and CONTRACTOR may proceed as though notice were accomplished.

NVTA  
Kate Miller  
Executive Director  
625 Burnell Street  
Napa, CA 94559

CONTRACTOR  
Lucas Patzek  
Executive Director  
1303 Jefferson Street, Suite 500B  
Napa, CA 94559

11. **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with prior written consent signed by both Parties. 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.

(b) The Parties acknowledge and agree that CONTRACTOR's ability to deliver the services described in Exhibit A are contingent on CONTRACTOR's on-going right of entry and access to the subject sites. Notwithstanding anything to the contrary in subparagraph (a), this Agreement may be unilaterally modified by CONTRACTOR to remove any of the subject sites upon written notice to NVTA if access to any of the subject sites is denied, preventing CONTRACTOR from completing the services described in Exhibit A at that subject site.

(c) NCRCD's Executive Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with the NCRCD Board.

12. **Interpretation; Venue.** 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. 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 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.

13. **Compliance with Laws.** CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, codes, and as amended from time to time. 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 subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. 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 there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTa by the State of California pursuant to Agreement between NVTa and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

14. **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 NVTA 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 NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

15. **Access to Records/Retention.** NVTA, 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 three (3) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

17. **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.

18. **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.

19. **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.

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

21. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

22. **Extensions Authorized.** The Executive Director is the delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

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

"NVTA"

"CONTRACTOR"

Napa County Resource Conservation  
District

By \_\_\_\_\_  
KATE MILLER, Executive Director

By  \_\_\_\_\_  
LUCAS PATZEK, Executive Director

APPROVED AS TO FORM:

By  \_\_\_\_\_  
NVTA General Counsel

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR (NCRCD) shall provide NVTA with the following services:

#### I. SCOPE OF WORK.

As a part of NVTA's mitigation for the Napa Valley Vine Trail, NCRCD conducted community oak plantings (hereinafter "plantings") during the 2022-2023 planting season. A total of 269 plantings were completed across three sites: Alston Park (70 plantings), Skyline Wilderness Park (83 plantings), and the St. Helena Community Forest (116 plantings) (together, the "subject sites").

NCRCD is being brought on in a fee-for-service capacity to support maintenance of the 269 plantings for over the Summer 2024 through Summer 2027 maintenance season (i.e. a total of four (4) seasons). This includes the following activities:

- Planning maintenance activities at each site, either to be conducted through volunteer maintenance days or subcontracting crews to carry out the maintenance directly. A minimum of three (3) maintenance days (one (1) maintenance day per site) per season, including:
  - Flyer development, volunteer outreach and communications (for volunteer supported maintenance activities)
  - Subcontracting with and overseeing vegetation management crews (for crew supported maintenance activities)
  - Acquiring materials and prepping site for maintenance
  - Coordinating with land managers/owners at sites
  
- Implementing maintenance activities at each site annually through volunteer maintenance days or subcontracted crews. A minimum of implementing three (3) maintenance days (one (1) maintenance day per site) per season, including:
  - Weeding
  - Mulching
  - Repairing cages and stakes as needed

NVTA shall be responsible for monitoring of the plantings and will provide NCRCD with all monitoring data collected.

NCRCD shall inform NVTA on the seasonal maintenance performance schedule.

## EXHIBIT B

### COST SHEET / FEE SCHEDULE

The following hourly compensation rates are effective starting 7/1/2024 for staff of the Napa County Resource Conservation District (NCRCD) according to a salary schedule adopted by its Board of Directors.

<u>Position Classification</u>	<u>Hourly Rate</u>
Coordinator	\$62.90
Environmental Scientist II	\$92.81
Environmental Scientist III	\$115.48
Executive Director	\$121.72
Forestry Project Manager	\$86.76
Forestry Program Manager II	\$91.15
Office Manager II	\$98.06
Program Director	\$117.67
Program Manager, Conservation	\$121.22
Program Manager	\$108.91
Project Manager, Community Engagement	\$84.70
Project Manager, Conservation	\$87.85
Project Manager, Education	\$89.14
Sustainable Agriculture Program Manager II	\$92.05

NCRCD adjusts its billable rates annually on July 1 and whenever there is a change in an employee's underlying direct pay rate. Whenever there is a change to any of these rates, or if additional positions are added, NCRCD will notify NVTA immediately, and with NVTA's approval, NCRCD may implement such adjusted rates.

The total payment for services and expenses under this Agreement shall not exceed \$63,000.00. Expenses may include labor, maintenance materials costs, subcontractor

expenses, vehicle mileage reimbursement (billed at the State's current mileage rate – see link below), as well as other Project specific expenses for which NCRCD receives approval from NVTA prior to performance.

**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>

Maximum payments under this Agreement shall not be construed as guaranteed sums.

Optional or as needed work to be performed by CONTRACTOR and their associated costs must be approved by NVTA prior to performance.

# What is an HCP/NCCP?

## Habitat Conservation Plan

A habitat conservation plan (HCP) is a document that meets federal Endangered Species Act (ESA) requirements and enables local agencies to allow projects and activities to occur in endangered species' habitats. In exchange, those projects and activities must incorporate HCP-prescribed measures to avoid, minimize, or compensate for adverse effects on natural communities and endangered species.

An HCP extends its federally granted endangered species permit—known as take authorization—to all projects and activities it covers. Loosely defined, take means to injure or kill a listed species or alter the habitat on which it depends. Although the ESA prohibits take of listed species, under some circumstances take can be authorized by permit to agencies, developers, and other entities engaged in otherwise lawful activities. The HCP process recognizes the impact of land use activities and establishes a program to provide for a net benefit to specific species (i.e., covered species).

Without a regional HCP in place, local governments, private entities, or individuals evaluate projects and activities individually in consultation with a variety of federal and state regulators to mitigate for potential impacts on species. This is a lengthy process that can cost all parties considerable time and money. This approach also does less to protect wildlife because project- or activity-specific mitigation measures result in land being set aside on a piecemeal basis, resulting in fragmented habitats that are less ecologically viable and also more difficult to manage.

Regional HCPs are a relatively new tool for protecting endangered and threatened species and represent an important integration of land use planning, regional and interagency coordination, and habitat conservation. HCPs offer a more efficient process for protecting the environment and processing applications for local projects and activities that may affect endangered species and their habitats.

The HCP is the federal counterpart to the State natural community conservation plan, or NCCP.

## Natural Community Conservation Plan

A natural community conservation plan (NCCP) is the State counterpart to the federal habitat conservation plan (HCP). It provides a means of complying with the Natural Community Conservation Plan Act (NCCP Act) and securing take authorization at the State level. The NCCP Act is broader than federal ESA and the California Endangered Species Act (CESA). The primary objective of the NCCP program is to conserve natural communities at the ecosystem scale while accommodating compatible land uses. To be approved by the the California Department of Fish and Wildlife, an NCCP must provide for the conservation of species and protection and management of natural communities in perpetuity within the area covered by permits.

NCCPs are different from HCPs because the NCCP Act requires that conservation actions improve the overall condition of a species, whereas HCPs typically only require avoidance of a net adverse impact on a species. And while an HCP can be applied at a project-by-project or regional scale, an NCCP must be applied at the regional scale to promote the long-term recovery of species, protection of habitat and natural communities, and diversity of species at the landscape-level. Thus the State requirements go “above and beyond” the federal mitigation requirements.

View the California Department of Fish and Wildlife's webpage about Santa Clara County's NCCP [here](#)

[https://napavalleyregister.com/life-entertainment/local/home-gardening/napa-climate-connection-habitat-conservation-plan/article\\_6ab31e0e-9d45-11ef-ae39-b344a62a48fc.html](https://napavalleyregister.com/life-entertainment/local/home-gardening/napa-climate-connection-habitat-conservation-plan/article_6ab31e0e-9d45-11ef-ae39-b344a62a48fc.html)

EDITOR'S PICK

The Climate Connection

## The Napa Valley Climate Connection: Is it time for a habitat conservation plan?

YVONNE BAGINSKI

Nov 9, 2024



A Swainson's Hawk.  
Roland Dumas photo

YVONNE BAGINSKI

**S**outh Napa County, including the city of American Canyon, is forging ahead with approvals to rezone privately owned open space and build business parks, warehouses, and residences. Despite this region being among the most biologically diverse in California, no private land is currently set aside for wildlife conservation.

As bulldozers scrape and grade soils that contain burrows for small mammals, snakes, and birds, foraging lands become scarce, and raptors have fewer places to hunt. When cement smothers the soil, animals are pushed out even further. The cumulative impact on wildlife is not measured or contained.

The California Department of Fish and Wildlife has written to cities and counties, urging conservation be considered.

For instance, on July 22, 2024, CDFW wrote to American Canyon about a proposed warehouse on Commerce Court: "Other large developments in Napa County have not been required to mitigate for Swainson's Hawk foraging habitat, despite CDFW's recommendation. Therefore, the net loss of foraging habitat from the proposed Project, in conjunction with other projects

that have not mitigated for the loss of Swainson's Hawk foraging habitat, may also contribute to a significant cumulative impact to Swainson's Hawk which is a Mandatory Finding of Significance."

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## People are also reading...

- 1 **Vallejo resident arrested on weapon, DUI allegations**
  - 2 **Update: 4,600 Napa County PG&E customers face possible shutoff amid wildfire warning**
  - 3 **Washington takes early lead in American Canyon mayor race**
  - 4 **Fear for some Napans, triumph for others after Trump victory**
- 

The American Canyon Planning Commission approved the build without comment.

Two hundred eighty acres of former agricultural land, the Hess/Laird property, was recently rezoned by the Napa County Planning Commission. This property lies alongside Hwy 29, from S. Kelly Rd to Green Island Rd. Everyone leaving or arriving Napa Valley passes it. While it once had vineyards, and in the spring, sheep, soon there will be another industrial park.

American Canyon also recently approved the Environmental Impact Report for 12.5 acres of open space to be transformed into a warehouse on land that directly abuts a eucalyptus forest near the wetlands. (Opponents submitted 240 pages detailing objections.) And the Nova Business Park property, which sits off Devlin Road, is prepping for more construction.

These examples demonstrate how quickly open space is disappearing.

Commercial development is actively chewing up land throughout California. But a growing number of counties, including Placer, Yolo and east Contra Costa, have proactively stepped-up conservation efforts to protect threatened and endangered species. These efforts include Habitat Conservation Plans and Natural Community Conservation Plans (HCP/NCCP's) which map out the land, habitat, and targeted species of an entire bioregion, allowing protection and growth to take place in a balanced environment.

Science has proven that open space, soil, vegetation, and trees are important to our survival. They not only sequester carbon but provide the basic building blocks of our quality of life.

Right now, in Napa County, development is considered and approved only within the boundaries of the property in question. With an HCP/NCCP, more wildlife conservation is possible. The entire bioregion area is mapped, and a baseline of targeted species is put together before development plans are considered. Developers still must complete an EIR, but permits are issued by the HCP/NCCP one-stop shop. This saves time, eliminates litigation opportunities, and streamlines the permit process.

East Contra Costa, for example, has conserved over 14,000 acres, bringing in \$90 million from grants (U.S. Department of Fish and Wildlife and CDFW) and development permitting fees.

HCP/NCCPs, take three to four years to develop, then are approved and managed by a governmental entity such as Napa County. When complete, the HCP/NCCP will: identify suitable conservation properties, survey and monitor preserves, determine coverage under permits, maintain a database and track habitat loss and acquisition.

Whether Napa County will move in this direction is still to be determined. The question is whether wildlife has any right to land that is so coveted for economic development. If so, how do we strike a balance?

### Actions You Can Take

- Contact the Napa County Wildlife Habitat Conservation Coalition focused on the development of HCP/NCCP's in Napa County. For information: **yvonnebaginski@gmail.com**
- Attend Planning Commission and City Council meetings to make your voice heard.
- Take photos of notable sightings of plants and animals and post on iNaturalist and **ebird.org** apps.

Yvonne Baginski is a member of Napa Climate Now!, The Sierra Club, and the Napa/Solano Audubon Society. She received the Napa Climate Champion Award in 2022 and worked to defeat Measure J in American Canyon. She lives in Napa and has organized the Napa County Wildlife Habitat Conservation Coalition.

Napa Climate NOW! is a local nonprofit citizens' group advocating for smart climate solutions based on the latest climate science, part of 350 Bay Area. Info, **napa.350bayarea.org**

### Popular in the Community



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### Around The Web



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**Why Doctors in the Know No Longer Prescribe Blood Pressure Drugs**



**Here's How Much You Should Pay For Affordable Gutter Guards**

# Huichica Creek Riparian & Salt Marsh Restoration Project

**Location:** Huichica Creek, South Napa County

**Phase:** Planning

**Action:** Restoration of 70 acres: 19 acres of tidal marsh habitat, 23 acres of estuarine habitat, and 28 acres of freshwater marsh and riparian habitat



**Napa County Resource Conservation District**  
1303 Jefferson St, Suite 500B, Napa, CA 94559  
[www.NapaRCD.org](http://www.NapaRCD.org), (707) 690-3110

# Presenters

An aerial photograph of a wetland or coastal area. A winding river or stream flows through the center, surrounded by marshy land with patches of green and brown vegetation. In the upper right, there are several large, shallow ponds or lagoons. A road or path runs along the left side of the image, and a railway track is visible in the lower left corner. The overall scene is a mix of water, mudflats, and sparse trees.

## **Lucas Patzek**

Executive Director

Napa County Resource Conservation District

[lucas@naparcd.org](mailto:lucas@naparcd.org)

## **Candace Reynolds**

Senior Biologist/Restoration Ecologist

HANA Resources

[candacer@hanaresources.com](mailto:candacer@hanaresources.com)

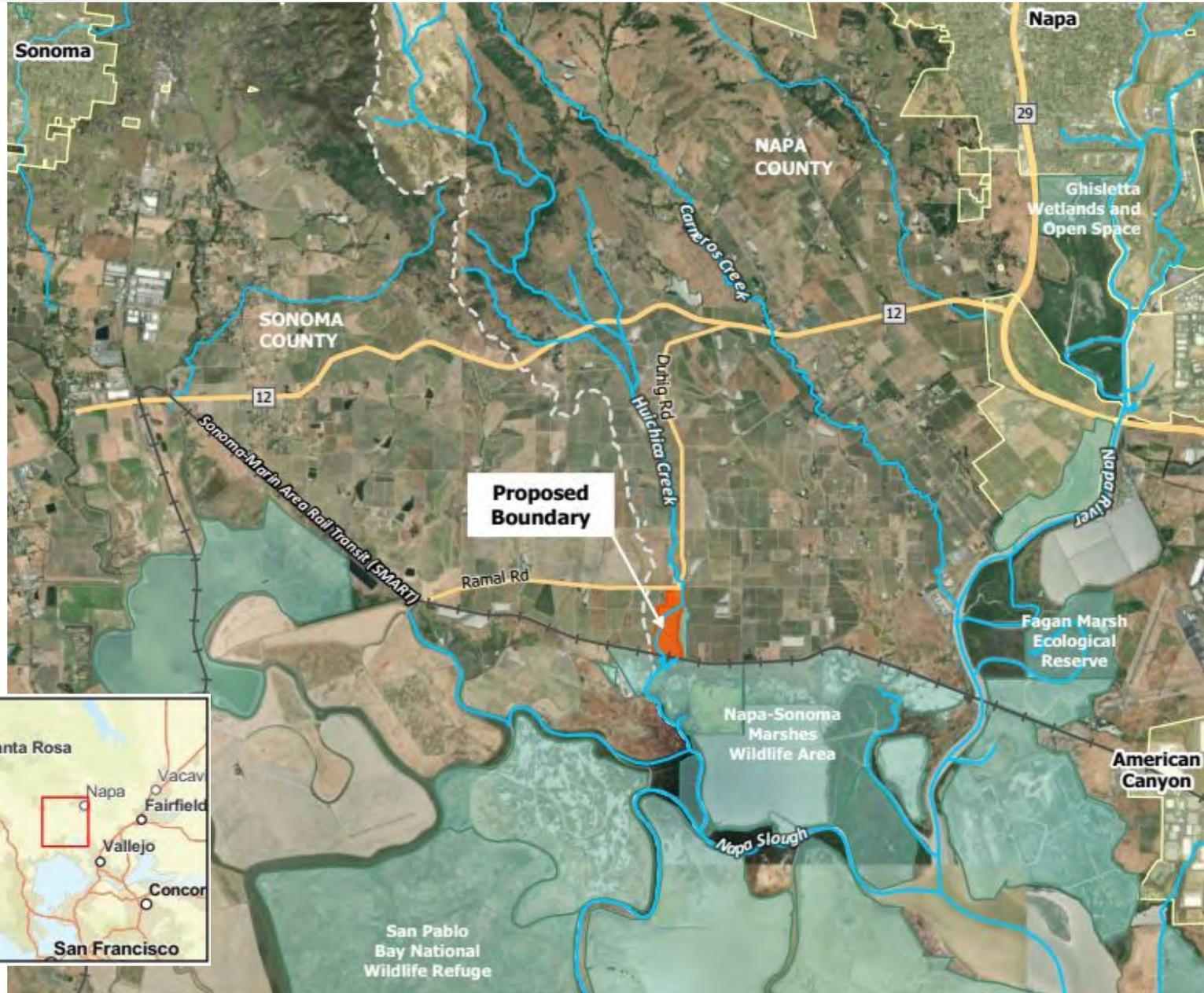
## **Mitchell Swanson**

Senior Geomorphologist

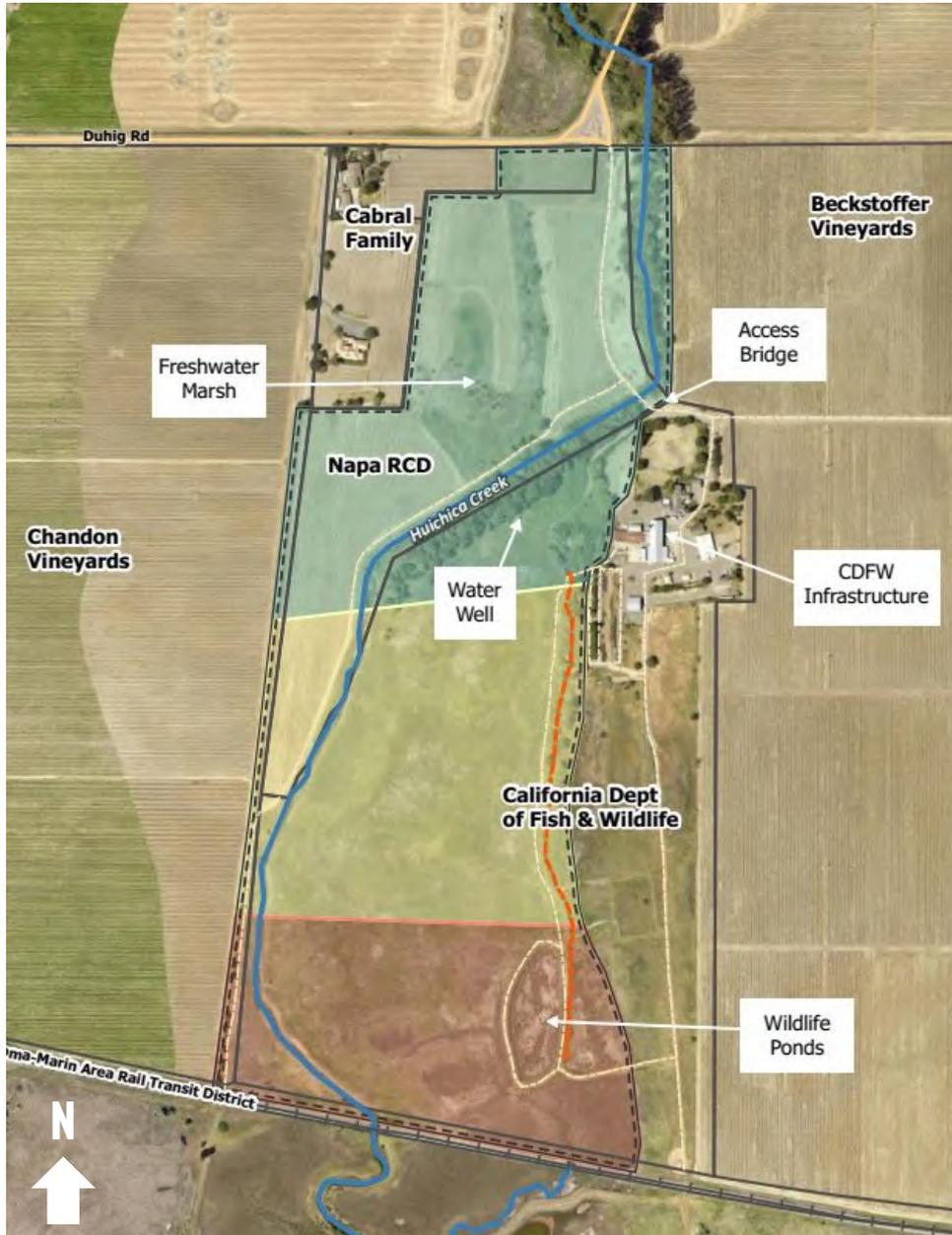
Dudek

[mswanson@dudek.com](mailto:mswanson@dudek.com)

# Project Location



# Project Area



**Total project area = 70 ac**

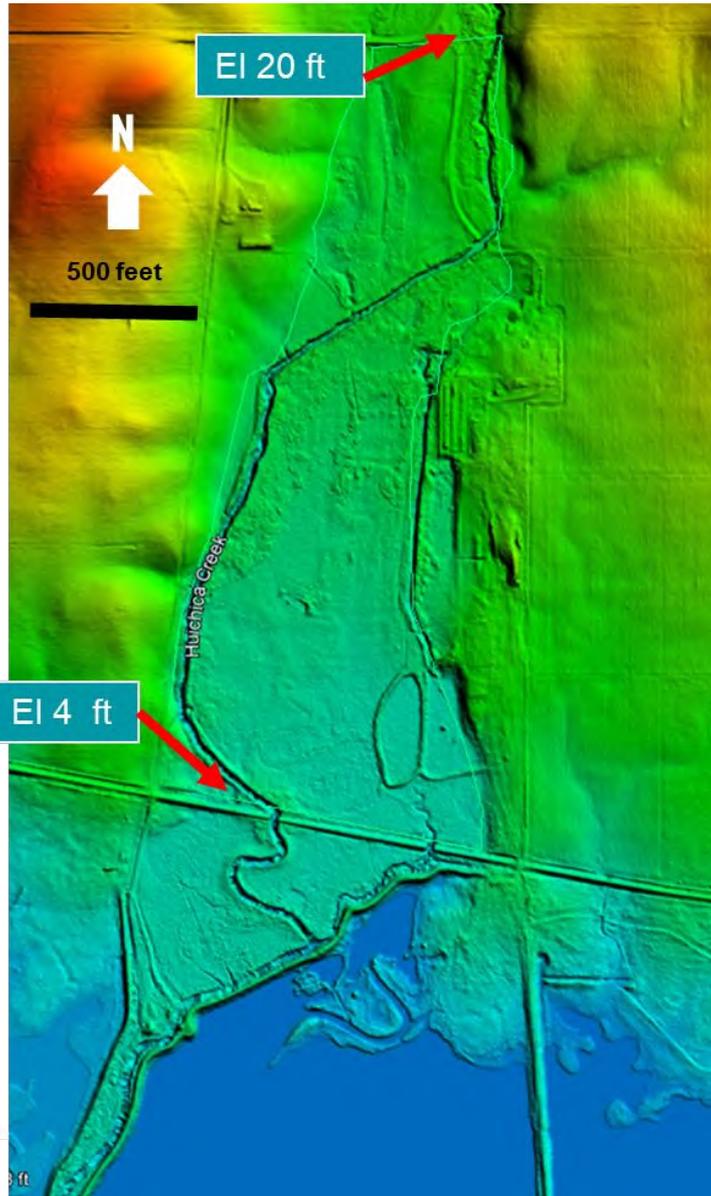
## **Habitats to be restored:**

- 28 ac of riparian & freshwater marsh
- 23 ac of estuarine
- 19 ac of tidal marsh

## **Property ownership:**

- Napa RCD (public)
- CDFW (public)
- Beckstoffer Vineyards (private)
- Chandon (private)

# Project Area



## Infrastructure constraints:

- Roads: Duhug/Ramal Road and stream crossing; private access road
- Rail line: SMART
- Buildings: residential and other
- Utilities: recycled water line, power lines

# Project Background



# Project Component: Restoration Planning



# Project Component: Community Engagement

Technical & Cultural Work Group, Landowner Engagement



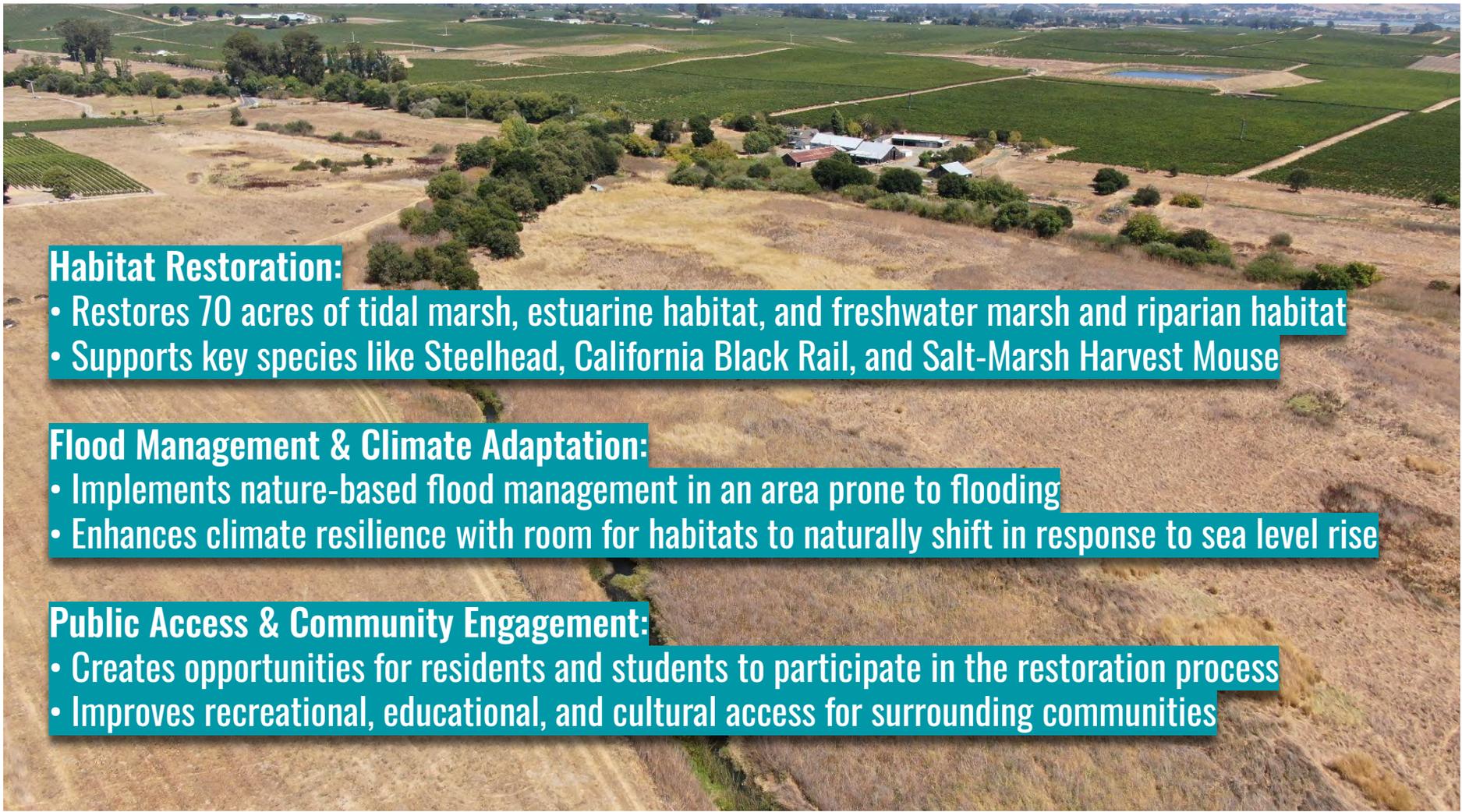
Community Workshops & Outreach Events



Wild Napa Youth Program



# SFBJV Habitat Goals Alignment



## Habitat Restoration:

- Restores 70 acres of tidal marsh, estuarine habitat, and freshwater marsh and riparian habitat
- Supports key species like Steelhead, California Black Rail, and Salt-Marsh Harvest Mouse

## Flood Management & Climate Adaptation:

- Implements nature-based flood management in an area prone to flooding
- Enhances climate resilience with room for habitats to naturally shift in response to sea level rise

## Public Access & Community Engagement:

- Creates opportunities for residents and students to participate in the restoration process
- Improves recreational, educational, and cultural access for surrounding communities

# Project Schedule

<b>Task</b>	<b>Estimated Completion Date</b>
Project Start Date	April 2025
Develop Existing Conditions, Setting, Opportunities, Constraints	November 2025
Develop Conceptual Alternatives & ID Preferred Alternatives	December 2025
Develop and Prepare Draft & Final 65% PS&E	November 2026
Data Collection	July 2027
Regulatory Permitting (BRITT)	July 2027
NEPA & CEQA Compliance	July 2027
Habitat Restoration Plan	July 2027

Community engagement ongoing throughout project.



November 14, 2024

RESOLUTION NO. 2024-04

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAPA COUNTY RESOURCE CONSERVATION DISTRICT ESTABLISHING A HUICHICA CREEK PRESERVE ADVISORY COMMITTEE**

**WHEREAS**, the Napa County Resource Conservation District (NCRCD) is authorized by Public Resource Code 9420 to appoint advisory committees to assist in coordinating conservation programs and activities, and to share information relating to the functions or purposes of the district; and

**WHEREAS**, NCRCD established the Huichica Creek Sustainable Vineyard & Orchard Advisory Committee by Resolution No. 2016-07 on November 10, 2016 for the purpose of providing input to the operation and long-term goals of NCRCD's Huichica Creek Sustainable Vineyard & Orchard Demonstration property; and

**WHEREAS**, NCRCD has determined, following a visioning and public solicitation process (i.e., Request for Ideas), that the best use of its property going forward is a complete restoration of native habitat, continued public access, and continued opportunities for outreach, education, and research.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. NCRCD's Board of Directors establishes a Huichica Creek Preserve Advisory Committee to provide input related to restoration planning, implementation, maintenance and monitoring, public access, community engagement and research programming, and other aspects of its property.
2. The Committee shall be composed of members appointed by NCRCD's Board of Directors every two years on the January of the odd-numbered year, or following an unexpected vacancy, as follows:
  - a. No more than three NCRCD Directors;
  - b. Interested NCRCD Associate Directors; and
  - c. Up to five members of the public with the knowledge and expertise needed to advance the goals of this property.
3. A quorum of the Committee shall be at least one (1) member from group (a) and two (2) members from groups (a) through (c) of Paragraph 2, above.



**Napa County Resource Conservation District**

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

(707) 690-3110, NapaRCD.org

4. The Committee shall be a standing committee for purposes of the Brown Act (Government Code 54950 et seq.) due to its continuing subject matter jurisdiction, but due to nature of the subject matter, all meetings of the Huichica Creek Preserve Advisory Committee shall be "Special Meetings," as defined and regulated by the Brown Act.
  
5. This Resolution replaces Resolution No. 2016-07 in its entirety.

**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 14<sup>th</sup> day of November 2024, 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



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

www.naparcd.org

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## RESOLUTION NO. 2016-07

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAPA COUNTY RESOURCE CONSERVATION DISTRICT ESTABLISHING A HUICHICA CREEK SUSTAINABLE VINEYARD & ORCHARD ADVISORY COMMITTEE

**WHEREAS**, the Napa County Resource Conservation District (RCD) is authorized by Public Resource Code 9420 to appoint advisory committees to assist in coordinating conservation programs and activities, and to share information relating to the functions or purposes of the district; and

**WHEREAS**, the RCD operates a sustainable agriculture demonstration project on RCD owned property in the southern Napa County, hereinafter referred to as “Huichica Creek Sustainable Vineyard & Orchard Demonstration”; and

**WHEREAS**, pursuant to the foregoing, the Napa County Resource Conservation District (RCD), wishes to form an advisory committee for the purpose of providing input to the operation and long-term goals of the RCD’s Huichica Creek Sustainable Vineyard & Orchard Demonstration property;

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The RCD Board hereby establishes a Huichica Creek Sustainable Vineyard & Orchard Advisory Committee to provide input related to the operation and long-term goals of the RCD’s program.
2. The committee shall be composed of members appointed by the RCD Board of Directors each calendar year, in January, or following an unexpected vacancy, as follows:
  - a. No more than three RCD Board Directors;
  - b. Interested Associate Directors; and
  - c. Up to five members of the public with knowledge in sustainable agriculture and property management.
3. A quorum of the committee shall be at least one (1) member from group (a) and two (2) members from groups (a) through (c) of Paragraph 2, above.
4. The Huichica Creek Sustainable Vineyard & Orchard Advisory Committee shall be a standing committee for purposes of the Brown Act (Government Code 54950 et seq.) due to its continuing subject matter jurisdiction, but due to nature of the subject matter, all meetings of the Huichica Creek Vineyard & Orchard Advisory Committee shall be “Special Meetings,” as defined and regulated by the Brown Act.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Board of Directors of the Napa County Resource Conservation District at a regular meeting of the Board held on the 10th day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Signed:

\_\_\_\_\_  
Beth Painter, Board President, NCRCD

ATTEST: Anna Mattinson,  
Secretary of the Napa County Resource Conservation District

\_\_\_\_\_

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# Napa County Resource Conservation District

## **POLICY MANUAL**

**POLICY TITLE:** Telecommuting and Remote Work  
**POLICY NUMBER:** 2023  
**ADOPTED:** November 14, 2024

### **2023.1 Purpose**

Telecommuting provides employees with an opportunity to work from home or an alternate location instead of in the District's office. Telecommuting must be supported by the employee's supervisor, pre-approved by the District's Executive Director, and cannot be initiated without a signed Telecommuting Agreement (Agreement).

District's primary work location for all employees is 1303 Jefferson Street, Napa CA 94559 in suites 100B, 120B, 500B, and 700B. Telecommuting is a voluntary work arrangement, not an entitlement.

Telecommuting is defined as allowing employees, during their scheduled work hours, to fulfill their job responsibilities at a remote location other than their primary work location.

### **2023.2 Applicability**

In order for the Telecommuting Agreement to be in effect, both the District and Employee must desire to permit Employee to work remotely and must agree to the terms contained in this Policy by and through the Telecommuting Agreement. The decision to permit telecommuting is solely at the discretion of the District. Telecommuting is a privilege and may not be appropriate for all employees.

### **2023.3 District Policies**

Employee agrees to follow all established District policies and procedures as described in the Employee Handbook and elsewhere, unless specified differently in this Policy. The implementation of remote work should not be construed to change or alter any District policies, such as job responsibilities, benefits and District-sponsored insurance coverages, rest periods, overtime, leave time, holidays, pay or other basic terms and conditions of employment with the District, as contained in the Employee Handbook. Failure of Employee to comply with established District policies and procedures, as well as telecommuting requirements, may result in termination of the Telecommuting Agreement. The District reserves the right to change or terminate the Telecommuting Agreement at any time, without cause or advance notice.

### **2023.4 Safety and Liability**

The Telecommuting Employee (i.e., Telecommuter) is solely responsible for ensuring the safety of their alternative work environment, free from hazards or other dangers. The District does not assume any liability for loss, damage, or wear of employee-owned equipment, furniture, or other personal property. However, because the District is legally obligated to provide its employees with a workplace that is free from hazards

that might cause serious harm or injury, the District reserves the right to inspect the Telecommuter's remote workspace periodically. Any such inspection will be preceded by advance notice, and an appointment will be scheduled.

Telecommuters are protected by the District's workers' compensation insurance and are required to immediately report any injuries that occur while working. The Telecommuter shall be liable for any injuries to their family members and/or third parties at or around the Telecommuter's alternative work environment.

Telecommuters are expected to attend all required meetings at the District's offices as requested.

### **2023.5 Expense Reimbursement**

Because this remote work arrangement has been voluntarily requested by Employee, travel from the Employee's home to the District's primary work location is not considered to be a reimbursable travel expense. Only travel specifically authorized by the District will be considered business travel subject to reimbursement. If a non-exempt hourly employee must travel on behalf of the District, standard California travel and overtime regulations will apply.

### **2023.6 Equipment Considerations**

The need for telecommuting equipment shall be determined on a case-by-case basis by the District. District elects to provide a working laptop computer, monitor, keyboard and mouse for the remote work location. Equipment must be approved in advance of purchase. Receipts must be submitted within 30 days of purchase for reimbursement. The repair and maintenance of telecommuting equipment is the responsibility of the District; the District may track the use of such equipment to ensure it is used solely for business purposes and in meeting the goals of the District. If hardware or software issues arise, it is the Employee's responsibility to contact the District and, if necessary, coordinate a time and meeting location to resolve.

### **2023.7 Security**

Passwords must be used to secure District confidential information. Security measures must be initiated whenever District information is left unattended. Employee must return District equipment and software when requested by their supervisor or when employment is terminated. Software provided by the District remains the property of the District. Any supplies, equipment or software provided directly by the District shall be returned at the end of this Agreement or upon termination of employment.

### **2023.8 Liability**

The District will not be liable for damages to Employee's property that result from working remotely. The District will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of Employee's residence when Employee voluntarily chooses to work at a remote location.

The District shall not incur additional costs due to a Telecommuting Agreement. The Telecommuting Agreement will specify any costs the District will cover. All other expenses are the responsibility of the Telecommuter.

### **2023.9 Remote Availability**

When working remotely, Employee shall maintain normally scheduled work hours and be available during office hours, unless approval is granted ahead of time. Availability means the Employee must be able to answer the phone or respond to a virtual meeting request within a short period of time, usually 30 minutes unless employee is otherwise engaged in work-related meetings, which is the same as if the Employee were physically in the office. Company requires that Employee update their calendar to reflect when Employee is not available for periods of one hour or longer during office hours.

**2023.10 Telecommuting Agreement**

I have read and understand this Policy. I understand that violations of this Policy may result in disciplinary action up to and including termination of employment. I further understand that this Policy may be changed or revoked by the District at any time.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director's Signature

\_\_\_\_\_  
Executive Director's Printed Name

\_\_\_\_\_  
Date