



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

AGENDA

When: Thursday, March 13, 2025 at 8:00 A.M.

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

Bruce Barge President	Rainer Hoenicke Vice President	Paul Asmuth Director	Jim Lincoln Director	Gretchen Stranzl McCann Director	Karen Turjanis Director	Vacant Director
	Lucas Patzek Executive Director	Corey Utsurogi District Counsel	Tracy Schulze Auditor-Controller			

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 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 during regular business hours at least 48 hours prior to the time of the meeting.

1. CALL TO ORDER

- 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** – Executive Director will describe the changes to the agenda format. The Board will consider approval of the agenda for this meeting.

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. CONSENT AGENDA

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. **Approve minutes from the February 13, 2025 regular meeting.**
- B. **Ratify bills approved by the Executive Director.**
- C. **Approve regular District bills from February 2025.**
- D. **Authorize Executive Director to execute Agreement No. 2025007 with North Coast Resource Conservation and Development (dba Conservation Works).**

North Coast Resource Conservation and Development Council (dba Conservation Works) wishes to enter into a professional services agreement with Napa RCD to implement the North Bay Forest Improvement Program, funded by a CAL FIRE grant (8GA21905) awarded to Conservation Works. Agreement No. 2025007 shall expire on March 31, 2026 and the budget allocation for Napa RCD shall not exceed \$290,771.17.

E. Authorize Executive Director to execute Agreement No. 2025008 with North Coast Resource Conservation and Development (dba Conservation Works).

North Coast Resource Conservation and Development Council (dba Conservation Works) wishes to enter into a professional services agreement with Napa RCD to implement the Regional Conservation Partnership Program, supported by a United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS) Programmatic Partnership Agreement (PPA-2516-A-0295) and Supplemental Agreement (Supplemental 2516-A-1795) between Conservation Works and NRCS. Agreement No. 2025008 shall expire on December 31, 2026 and the budget allocation for Napa RCD shall not exceed \$118,618.35.

4. REGULAR AGENDA

A. Presentation on Napa RCD's administration of a Regional Forest and Fire Capacity (RFFC) Program block grant. *Ali Blodorn*

Ali Blodorn will provide an overview of Napa RCD's role in administering a Regional Forest and Fire Capacity (RFFC) Program block grant. The RFFC Program supports regional leadership in building local and regional capacity to develop, prioritize, and implement strategies that foster fire-adapted communities and resilient landscapes. These efforts focus on improving ecosystem health, enhancing community wildfire preparedness, and strengthening fire resilience. Napa RCD administers one of the RFFC regional block grants for the inner coast region, which spans Colusa, Lake, Napa, Solano, Sonoma and Yolo counties. The RFFC Program is overseen and funded by the California Department of Conservation.

B. Report and recommendation from the Ad Hoc Committee on Director vacancies. *Bruce Barge*

The Ad Hoc Committee will present its review of applicants for Napa RCD's four Director vacancies. Potential action to adopt Resolution No. 2025-01 to recommend appointment of four individuals to serve as District Directors in lieu of election.

C. Potential action to appoint Associate Directors. *Lucas Patzek*

Staff recommends appointment of Patrick Gorman to the Associate Director role if not otherwise recommended for the Director role. Staff does not recommend appointment of Wayne Leong to the Associate Director role.

D. Appointing designated representatives to participate in the closed session. *Lucas Patzek*

Potential action to appoint Lucas Patzek and Tatia Wieland to be present during the closed session, item #5 on this agenda.

5. CLOSED SESSION

Pursuant to Government Code section 54950 et seq., Napa RCD’s Board of Directors and designated representatives will meet in closed session to discuss the following: organizational restructuring, salary schedule, and compensation for Napa RCD employees pursuant to Government Code section 54957.6.

6. REGULAR AGENDA, CONTINUED

A. Report from the closed session. *Bruce Barge*

An oral report will be made of any actions taken in closed session and the vote of every member present.

B. Funding & Visibility Committee report. *Frances Knapczyk*

C. Executive Director’s report.

D. USDA NRCS report.

E. Directors’ reports.

7. ADJOURNMENT



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

MINUTES

When: Thursday, February 13, 2025 at 8:00 A.M.

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

Bruce Barge President	Rainer Hoenicke Vice President	Paul Asmuth Director	Jim Lincoln Director	Bill Pramuk Director	Gretchen Stranzl McCann Director	Karen Turjanis Director
		Lucas Patzek Executive Director	Corey Utsurogi District Counsel	Tracy Schulze Auditor-Controller		

1. CALL TO ORDER, ROLL CALL

A regular meeting of the Napa County Resource Conservation District was called to order at 8:00 A.M. on Thursday, February 13, 2025 by President Bruce Barge.

A. Call to order and roll call.

Directors present included Bruce Barge, Rainer Hoenicke (at 8:03 A.M.), Paul Asmuth, Jim Lincoln, Bill Pramuk, Gretchen Stranzl McCann, and Karen Turjanis. Associate Directors Joseph Nordlinger, Lucio Perez, Jennifer Putnam, and Ernie Schlobohm were present online. District Counsel Doug Parker was present online. Auditor-Controller Tracy Schulze was present. Napa RCD staff present included Lucas Patzek (online), Alison Blodorn, Frances Knapczyk, and Tatia Wieland. Evelyn Denzin from NRCS was present.

B. Approval of the agenda.

Approved the agenda for this meeting.

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

2. PUBLIC COMMENT

Jim Wilson discussed the Napa RCD Climate Emergency Resolution and the importance of net zero carbon emissions by 2030.

3. SET ITEMS OR PUBLIC HEARINGS

8:10 A.M. – Presentation, Discussion and Authorization to Accept the 2023-2024 Audit Report. *Tracy Schulze, Napa County Auditor-Controller*

Authorized Acceptance of the 2023-2024 Audit Report.

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

4. CONSENT AGENDA

Approved the consent agenda.

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

- A. Approve minutes from the December 16, 2024 regular meeting.**
- B. Approve minutes from the January 16, 2025 regular meeting.**
- C. Ratify bills approved by the Executive Director.**
- D. Approve regular District bills from January 2025.**
- E. Amend FY 24-25 salary schedule only to rename the "Finance Manager" classification to "Finance and Administration Manager."**
- F. Authorize Executive Director to execute Agreement No. 2024035 with Humboldt Resource Conservation District.**
- G. Authorize Executive Director to execute an agreement with the City of St. Helena for the Upper York Creek Habitat Restoration Project.**
- H. Authorize Executive Director to execute right-of-entry agreements with landowners along Lower Suscol Creek for field surveys and technical studies.**

5. REGULAR AGENDA

A. Presentation about the key accomplishments, current priorities, and upcoming efforts of Napa Schools for Climate Action.

Liliana Karesh, Maddie Chiu, and Arya Adhye presented on the Napa Schools for Climate Action organization and the policy efforts for Climate Restoration.

B. Board will consider forming an Ad Hoc Committee to interview applicants for its four Director vacancies and make a recommendation to the Napa County Board of Supervisors concerning Director appointments in lieu of election.

Approved the Ad Hoc Committee formation.

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

C. Board will consider entering into a Memorandum of Understanding for the Napa Wildfire Resilience Coordinating Group. *Ali Blodorn*

Approved the Memorandum of Understanding.

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

D. Funding & Visibility Committee report.

Program Director Frances Knapczyk reported that a marketing and communication consultant has been selected.

E. Executive Director's report.

Executive Director Lucas Patzek discussed the Federal funding freeze and the impact on Napa RCD projects.

F. USDA NRCS report.

Evelyn Denzin (NRCS District conservationist) shared information regarding Farm Bill ranking, IRA funding and hiring freezes and requests for Napa Riverbank stabilization.

G. Directors' reports.

Director Asmuth reported on the public planting event at the St. Helena Community Forest.

Director Barge announced a Napa RCD volunteer recognition celebration and a field trip with the Napa County Board of Supervisors.

6. ADJOURNMENT

The meeting was adjourned at 9:40 A.M.

The next regularly scheduled meeting for the Board of Directors of the Napa County Resource Conservation District is March 13, 2025.

Summary of Expenditures for February 2025

Ratify Regular

\$	151,111.23
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Total Expenditures

\$	151,111.23
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Vendor	Amount	Description
Amy Stork Consulting	\$3,425.63	Staff Planning Consulting
Anchor Engineering	\$21,905.50	Sulphur Creek Construct. Mgmt Svc
Bdo Fma, Llc	\$15,254.50	Recruiting/ Accounting Services
Brown Armstrong Acco	\$6,670.75	Audit Services
Dogwood Springs Fore	\$540.00	General Proj Support
Eduardo Gomez	\$1,854.75	Construction Services
Endsight	\$4,691.72	IT Services
Kaiser Permanente	\$13,600.87	Health Insurance
Laco Associates	\$3,658.75	Forest Health Grant Support
Napa Green	\$500.00	RISE 2025 Symposium Sponsorship
Principal Life Insur	\$1,158.81	Dental Insurance
Prunuske Chatham, In	\$45,376.21	Fish Passage Design
Pumping Efficiency T	\$1,600.00	Pump Efficiency Testing Services
Shute, Mihaly & Wein	\$225.00	Legal Services
Theodore L. Edwards,	\$6,033.00	Office Rent
Us Bank	\$10,256.49	Monthly credit card expenses
Wra, Inc.	\$14,359.25	Sulphur Creek Fish Pass Proj Services
Total	\$151,111.23	

Project	Total
Conserv Ag Planning	\$105.58
CARCD WCB Habitat Imp	\$256.45
CNTYPBES - JPA Cnty Cons Regs	\$629.79
FCD Support	\$1,365.56
CDFA Water Efficiency TA	\$2,210.43
CA Dept of Conservation RFFC	\$4,198.75
Overhead	\$60,478.71
NOAA Fish Passage	\$81,865.96
	\$151,111.23

Bills Report March Meeting/February Bills

Check Date	Check #	Vendor #	Vendor Name	Object	PL Project	Activity	Subcategory	Amount	Invoice	Line Description	Category
2/11/2025	29642	24363	Brown Armstrong Acco	52125	RCD	ADMIN	RCD	\$3,052.50	277411	2024 Audit - Payment #2	Accounting/Auditing Services
2/11/2025	29643	24363	Brown Armstrong Acco	52125	RCD	ADMIN	RCD	\$3,316.25	277903	2024 Audit - Payment #3	Accounting/Auditing Services
2/11/2025	29644	24363	Brown Armstrong Acco	52125	RCD	ADMIN	RCD	\$302.00	278415	2024 Audit - Final payment	Accounting/Auditing Services
2/13/2025	1103505	101980	Anchor Engineering	52490	RCD2024017	3 SULPHUR	Implement	\$3,639.00	24-009-4996	Sulphur Creek CM Svc Dec 24	Other Professional Services
2/13/2025	1103501	101804	Shute, Mihaly & Wein	52140	RCD2024017	3 SULPHUR	Implement	\$225.00	289421	Consv Proj Legal Svcs Dec 2024	Legal Services
2/13/2025	1103447	40363	Wra, Inc.	52490	RCD2024017	3 SULPHUR	Implement	\$6,921.75	30144-55929	Sulphur Creek Fish Pass Jan 25	Other Professional Services
2/13/2025	1103510	102050	Pumping Efficiency T	52490	RCD2023025	TA	Planning	\$1,600.00	1351	Pump Eff. Test Jan 25	Other Professional Services
2/13/2025	1103506	101980	Anchor Engineering	52490	RCD2024017	3 SULPHUR	Implement	\$12,492.50	24-009-5007	Sulphur Creek CM Svc Jan 25	Other Professional Services
2/13/2025	1103427	32576	Prunuske Chatham, In	52490	RCD2024017	1 PICKLE	Planning	\$12,272.75	20250204	Fish Passage Design Jan 2025	Other Professional Services
2/13/2025	1103427	32576	Prunuske Chatham, In	52490	RCD2024017	2 SODA	Planning	\$7,789.00	20250204	Fish Passage Design Jan 2025	Other Professional Services
2/13/2025	1103427	32576	Prunuske Chatham, In	52490	RCD2024017	5 ASMNT	Planning	\$606.50	20250204	Fish Passage Design Jan 2025	Other Professional Services
2/13/2025	29761	29405	Kaiser Permanente	21205	RCD	ADMIN	RCD	\$13,600.87	620305669450	Kaiser Medical Insur March '25	Employee Insurance - Premiums
2/13/2025	1103491	100597	Dogwood Springs Fore	52490	RCD2021036	Planning	Planning	\$540.00	324	Gen. Proj Support Jan 2025	Other Professional Services
2/13/2025	29772	40176	Endsight	52130	RCD	ADMIN	RCD	\$2,713.75	10038995	IT End User support Jan 2025	Information Technology Svcs
2/13/2025	29788	100599	Bdo Fma, Llc	52100	RCD	ADMIN	RCD	\$5,159.00	002376608	Employee Recruit Svc Jan 2025	Administration Services
2/13/2025	29788	100599	Bdo Fma, Llc	52125	RCD	ADMIN	RCD	\$10,095.50	002376608	Accounting Svc Jan 2025	Accounting/Auditing Services
2/25/2025	30075	35310	Theodore L. Edwards,	52605	RCD	ADMIN	RCD	\$6,033.00	March2025 TE	Office Lease 1303 Jeff Mar '25	Rents/Leases - Buildings/Land
2/25/2025	1104350	100783	Laco Associates	52490	RCD2021036	Capacity	CmtyEngage	\$3,658.75	53737	24 ForestHealth Supp. Jan '25	Other Professional Services
2/25/2025	1104253	32576	Prunuske Chatham, In	52490	RCD2024017	2 SODA	Planning	\$8,905.11	2025011	Fish Pass. Design Feb 14 2025	Other Professional Services
2/25/2025	1104253	32576	Prunuske Chatham, In	52490	RCD2024017	1 PICKLE	Planning	\$15,802.85	2025011	Fish Pass. Design Feb 14 2025	Other Professional Services
2/25/2025	1104379	101862	Eduardo Gomez	55300	RCD	ADMIN	RCD	\$1,854.75	13904	Office Remode Punchlist Feb'25	Buildings and Improvements
2/25/2025	1104373	101689	Principal Life Insur	51400	RCD	ADMIN	RCD	\$1,158.81	Mar25	Principal Dental Prem Mar 2025	Employee Insurance - Premiums
2/25/2025	1104390	101980	Anchor Engineering	52490	RCD2024017	3 SULPHUR	Implement	\$5,774.00	24-009-5007.1	Sulphur Creek CM Svc Feb 15 25	Other Professional Services
2/25/2025	1104285	40363	Wra, Inc.	52490	RCD2024017	3 SULPHUR	Implement	\$7,437.50	30144-56177	SulphurCrk FishPass Feb 15 '25	Other Professional Services
2/25/2025	30086	40176	Endsight	54805	RCD	ADMIN	RCD	\$1,977.97	10039583	Network Support - Feb. 2025	Information Technology Svcs
2/25/2025	1104334	100300	Napa Green	54805	RCD	ADMIN	RCD	\$500.00	297596	RISE 2025 Symposium Sponsorship	Community Grants
2/27/2025	1104568	4067	Us Bank	21105				\$10,256.49	2.25CALCARD	Feb 2025 CalCard Credit Card	
2/27/2025	1104671	41489	Amy Stork Consulting	52490	RCD	ADMIN	RCD	\$3,425.63	2 Feb 2025	Staff Planning Consulting	Other Professional Services
								\$151,111.23			

Napa County Resource Conservation District

Feb 2025

FUND 7300 / SUB FUND 7300000 / PC UNIT 730

Account	Description of CAL CARD Charges	Subtotals	Project	Activity	Category
53250	FUEL: Fuel for Ford	\$ 52.49	RCD	Admin	RCD
53410	COMPUTER: EQUIPMENT/ACCESSORIES: Comp. chargers for interns	\$ 53.80	RCD	Admin	RCD
53100	OFFICE SUPPLIES: Student nature journals	\$ 314.96	RCD2020036	YOUTH	YouthEd
53250	FUEL: Fuel for RCD truck	\$ 78.84	RCD	Admin	RCD
53250	FUEL: Fuel for RCD truck	\$ 63.01	RCD	Admin	RCD
53100	OFFICE SUPPLIES: Battery for RCD truck key	\$ 16.14	RCD	Admin	RCD
53250	FUEL: Fuel for RCD truck	\$ 60.32	RCD	Admin	RCD
52120	AGRICULTURAL SERVICES: Soil analysis fees	\$ 52.79	RCD2023012	CFP	Planning
52900	TRAINING/CONFERENCE EXPENSES: Meal at conference MG	\$ 28.93	RCD2023025	TRAINING	Planning
52900	TRAINING/CONFERENCE EXPENSES: Hotel at conference MG	\$ 347.59	RCD2023025	TRAINING	Planning
52605	RENTS/LEASES - BUILDINGS/LAND: Storage Unit rent - Feb 2025	\$ 446.00	RCD	Admin	RCD
53325	LANDSCAPING/AGRICULTURE SUPPLIES: Wire for dist. uniformity kits	\$ 15.14	RCD2023025	EVALUATION	Planning
52120	AGRICULTURAL SERVICES: Soil analysis fees	\$ 52.79	RCD2023012	CFP	Planning
53325	LANDSCAPING/AGRICULTURE SUPPLIES: Buckets and lids	\$ 133.70	RCD2023025	EVALUATION	Planning
53325	LANDSCAPING/AGRICULTURE SUPPLIES: Buckets and lids	\$ 85.07	RCD2023025	EVALUATION	Planning
53105	OFFICE SUPPLIES: FURNITURE/FIXTURES: Desks for iterns and huddle rm	\$ 914.97	RCD	Admin	RCD
53410	COMPUTER: EQUIPMENT/ACCESSORIES: Webcam for EM and TW	\$ 193.92	RCD	Admin	RCD
53415	COMPUTER SOFTWARE/LICNSNG FEES: Jazz HR Recruit. Software Sub	\$ 279.00	RCD	Admin	RCD
53105	OFFICE SUPPLIES: FURNITURE/FIXTURES: Bookshelf for 700B	\$ 316.77	RCD	Admin	RCD
53100	OFFICE SUPPLIES: Space heater	\$ 105.54	RCD	Admin	RCD
53100	OFFICE SUPPLIES: Space heater	\$ 1,050.60	RCD2020036	CLEANUPS	CmtyEngage
53100	OFFICE SUPPLIES: Volunteer appreciation totes	\$ 640.00	RCD	Admin	RCD
53415	COMPUTER SOFTWARE/LICNSNG FEES: Creative Cloud software sub.	\$ 59.99	RCD	Admin	RCD
53105	OFFICE SUPPLIES: FURNITURE/FIXTURES: Partition for 100B	\$ 84.64	RCD	Admin	RCD
53410	COMPUTER: EQUIPMENT/ACCESSORIES: Surge protector AK	\$ 21.54	RCD	Admin	RCD
53650	BUSINESS RELATED MEALS/SUPPLIES: Snacks for intern farewell	\$ 29.37	RCD	ADMIN	RCD
53415	COMPUTER SOFTWARE/LICNSNG FEES: Adobe CreativeCloud Sub Feb'25	\$ 34.99	RCD	ADMIN	RCD
53415	COMPUTER SOFTWARE/LICNSNG FEES: ChatGPT Team Subscrip Feb 2025	\$ 60.00	RCD	ADMIN	RCD
52900	TRAINING/CONFERENCE EXPENSES: Hotel for CFDN Gathering	\$ 207.55	RCD	STAFFSUPRT	RCD
52900	TRAINING/CONFERENCE EXPENSES: Parking for CFDN Gathering	\$ 5.00	RCD	STAFFSUPRT	RCD

53650	BUSINESS RELATED MEALS/SUPPLIES: Lunch for Staff Planning Mtg	\$ 137.53	RCD	STAFFSUPRT	RCD
52810	ADVERTISING/MARKETING: Posting on Conserv Job Board	\$ 55.00	RCD	ADMIN	RCD
52900	TRAINING/CONFERENCE EXPENSES: Parking for conference	\$ 4.00	RCD	STAFFSUPRT	RCD
53400	MINOR EQUIPMENT/SMALL TOOLS: Fish snorkel survey equip	\$ 13.10	RCD2022017	GSA	Planning
53400	MINOR EQUIPMENT/SMALL TOOLS: Water quality monit. equip	\$ 616.69	RCD2022017	GSA	Planning
53325	LANDSCAPING/AGRICULTURE SUPPLIES: Plants for Vine Trail	\$ 256.45	RCD2023004	PPUBIMPLEM	Implement
52600	RENTS/LEASES - EQUIPMENT: Copier usage fee 12/24-1/24	\$ 9.67	RCD	ADMIN	RCD
52800	COMMUNICATIONS/TELEPHONE: Verizon iPad Cellular Jan 25	\$ 80.32	RCD	ADMIN	RCD
52130	INFORMATION TECHNOLOGY SVCS: ATT Internet 1/26-2/25	\$ 155.15	RCD	ADMIN	RCD
53410	COMPUTER: EQUIPMENT/ACCESSORIES: Laptop Docking Station TW	\$ 283.37	RCD	ADMIN	RCD
53410	COMPUTER: EQUIPMENT/ACCESSORIES: Computer Monitors TW	\$ 484.08	RCD	ADMIN	RCD
53410	COMPUTER: EQUIPMENT/ACCESSORIES: Laptop for Acct Specialist	\$ 2,355.68	RCD	ADMIN	RCD
		\$ 10,256.49			

Summary of Expenditures for February 2025

Regular \$18,800.22

Total Expenditures **\$ 18,800.22**

Vendor Name	Total due	Description
Canon Financial Services, Inc.	\$106.67	Copier Lease
E.G. Solutions, Inc.	\$99.00	Fish Trap parts
Endsight	\$92.50	IT Services
Prunuske Chatham, Inc	\$12,469.05	Fish Passage Design
Theodore L. Edwards, LLC.	\$6,033.00	Office rent
Total	\$18,800.22	

Project	Bills Total
WCB Napa River Watershed Restore	\$99.00
Overhead	\$6,232.17
NOAA Fish Passage	\$12,469.05
	\$18,800.22

Bills Report March Meeting/February Bills

Vendor #	Vendor Name	Object	PL Project	Activity	Subcategory	Invoice Date	Invoice	Amount	Line Description
32576	Prunuske Chatham, Inc	52490	RCD2024017	1 PICKLE	Planning	2/28/2025	2025023	\$6,344.40	Fish Passage Design Feb 28 25
32576	Prunuske Chatham, Inc	52490	RCD2024017	2 SODA	Planning	2/28/2025	2025023	\$6,124.65	Fish Passage Design Feb 28 25
102112	E.G. Solutions, Inc.	53400	RCD2024023	3 MONIT	Monitoring	2/21/2025	3250221	\$99.00	Fish Trap repair parts
100520	Canon Financial Services, Inc.	52600	RCD	ADMIN	RCD	2/28/2025	38995641	\$106.67	Color Copier 2/20/25-3/19/25
35310	Theodore L. Edwards, LLC.	52605	RCD	ADMIN	RCD	2/15/2025	April2025 TE	\$6,033.00	Office Lease 1303 Jeff Apr '25
40176	Endsight	52130	RCD	ADMIN	RCD	2/28/2025	10040294	\$92.50	IT End User support Feb 2025
								\$18,800.22	

**DRAFT- NORTH BAY FOREST IMPROVEMENT PROGRAM
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between North Coast Resource Conservation & Development Council, a 501(c)3 non-profit organization doing business as Conservation Works, whose mailing address is P.O. Box 6417, Santa Rosa, CA 95406, hereinafter referred to as **“CONSERVATION WORKS”** and Napa County Resource Conservation District, a political subdivision of the State of California, whose mailing address is 1303 Jefferson St #500b, Napa, CA 94559, hereinafter referred to as **“CONTRACTOR.”** CONSERVATION WORKS and CONTRACTOR may be referred to individually as **“Party”** or collectively as **“Parties.”** This Agreement shall be effective on the date the final Party signs this Agreement (**“Effective Date”**).

RECITALS

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

WHEREAS, CONSERVATION WORKS and the California Department of Forestry and Fire Protection (**“CAL FIRE”**) entered into Wildfire Resilience and Forestry Assistance Grant Agreement 8GA21905B, hereinafter referred to as **“Grant Agreement,”** for the purpose of continuing administration of and funding for Round 2 of the North Bay Forest Improvement Program (**“NBFIP”**), a cost-share program to support planning and implementation of projects to reduce risks of wildfire and promote forest health, with a focus on serving disadvantaged communities. A copy of the Grant Agreement is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, Rebuild North Bay Foundation, a 501(c)3 tax-exempt nonprofit, whose mailing address is 595 5th Street W Sonoma, CA 95476 (**“RNBF”**), previously administered Round 2 of the NBFIP under Wildfire Resilience and Forestry Assistance Grant Agreement 8GA21905 (**“Original Grant Agreement”**); and

WHEREAS, CONSERVATION WORKS has replaced RNBF as the administrator of the NBFIP and the Grant Agreement has replaced the Original Grant Agreement; and

WHEREAS, pursuant to the terms of the Grant Agreement, CONSERVATION WORKS desires to administer the NBFIP within Sonoma, Napa, Mendocino, and Lake Counties in partnership with Napa County Resource Conservation District in Napa County, Mendocino County Resource Conservation District in Mendocino County, and Sonoma County Resource Conservation District and Gold Ridge Resource Conservation District in Sonoma County (together, the **“RCDs”**) as well as Clear Lake Environmental Research Center (**“CLERC”**) in Lake County. The RCDs and CLERC are referred to collectively as the **“Partners”**; and

WHEREAS, CONSERVATION WORKS will distribute funding from CAL FIRE appropriately and effectively to landowners to implement the NBFIP, and the Partners will

oversee the implementation of individual NBFIP projects by landowners in their respective counties; and

WHEREAS, the Partners share the goal of implementing NBFIP through activities related to outreach, technical assistance, implementation support, and reporting project progress to CONSERVATION WORKS; and

WHEREAS, CONSERVATION WORKS now desires to retain CONTRACTOR to provide outreach, technical assistance, implementation support, and reporting for the NBFIP in Napa County; and

WHEREAS, CONTRACTOR is qualified and is willing to provide such specialized services to CONSERVATION WORKS under the terms and conditions set forth herein;

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

TERMS

1. **Term of the Agreement.** The term of this Agreement (“**Term**”) shall commence on the Effective Date, and shall expire on March 31, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause) or 10 (Other Termination); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the Term of the Agreement, and the obligations of CONTRACTOR to CONSERVATION WORKS prescribed by 20 (Taxes), and 21 (Access to Records/Retention) shall also survive the Term of this Agreement.

2. **Scope of Services.** CONTRACTOR shall provide CONSERVATION WORKS those services set forth in Exhibit “B,” attached hereto and incorporated by reference herein (“**Services**”).

3. **Compensation.**

(a) **Rates.** In consideration of CONTRACTOR’s fulfillment of the promised work, CONSERVATION WORKS shall pay CONTRACTOR at the rates set forth in Exhibit “C,” attached hereto and incorporated by reference herein.

(b) **Expenses.** Travel and other expenses will be reimbursed by CONSERVATION WORKS upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit “C.”

(c) **Maximum Amount.** Notwithstanding subparagraphs (a) and (b), the maximum payments for Services under this Agreement shall be a total of TWO HUNDRED NINETY THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS AND SEVENTEEN CENTS (\$290,771.17); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses

actually incurred. Only costs incurred during the “Project Performance Period” defined in the Grant Agreement shall be eligible for reimbursement.

(d) Disallowance of Funds. If CONTRACTOR claims or receives payment from CONSERVATION WORKS for an aspect of the NBFIP, reimbursement for which is later disallowed by the CAL FIRE, then CONTRACTOR shall promptly refund the disallowed amount to CONSERVATION WORKS upon CONSERVATION WORKS’ request. At its option, CONSERVATION WORKS may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement or any other agreement.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to CONSERVATION WORKS of an itemized billing invoice in a form acceptable to CONSERVATION WORKS and CAL FIRE which indicates, at a minimum, CONTRACTOR’s name and address, an itemization of the hours worked when necessary or requested or, where compensation is on a per-task basis, a description of the tasks completed during the billing period via a narrative report, the names of the person(s) actually performing the services and the position(s) held by such person(s), and the hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices to CONSERVATION WORKS at least quarterly but no more often than monthly. As further discussed in Exhibit “B”, CONTRACTOR shall also submit a progress report with every invoice, which progress report shall include any documents, reports, or other work product for which CONTRACTOR seeks reimbursement. After review and approval as to form and content, CONSERVATION WORKS shall submit an invoice to CAL FIRE for payment. If submitted monthly, invoices shall be due to CONSERVATION WORKS by the 15th of each month. Final invoices for each quarter shall be due to CONSERVATION WORKS by April 15 for the period covering January 1 through March 31, by July 15 for the period covering April 1 through June 30, by October 15 for the period covering July 1 through September 30, and by January 15 for the period covering October 1 through December 31. CONSERVATION WORKS will provide payment to CONTRACTOR no later than 30 days after CONSERVATION WORKS receives payment from CAL FIRE. CONTRACTOR shall submit a final invoice to CONSERVATION WORKS no later than 15 days after completion, expiration, or termination of this Agreement or of the Grant Agreement, whichever is earlier.

(b) Legal status. So that CONSERVATION WORKS may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the Term of this Agreement, CONTRACTOR shall provide to CONSERVATION WORKS timely notification and proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California. If proof of such status indicates noncompliance, CONSERVATION WORKS may cancel contract with 30 day notice.

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, CONSERVATION WORKS 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 CONSERVATION WORKS and CAL FIRE may monitor the work performed by CONTRACTOR. CONSERVATION WORKS shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the Parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than FOUR MILLION DOLLARS (\$4,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

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

(3) Comprehensive Automobile Liability Insurance. Comprehensive

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

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

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

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

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

8. Hold Harmless/Defense/Indemnification.

(a) Indemnification of Conservation Works. CONTRACTOR shall defend, indemnify, and hold harmless CONSERVATION WORKS and its members, funders, directors, officers, employees, legal representatives, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, “**Conservation Works Indemnified Parties**”) from and against any and all liabilities (whether legal or equitable in nature), penalties, fines, fees, charges, costs, losses, damages, expenses, causes of action, suits, proceedings, actions, claims, demands, orders, judgments, sanctions asserted by or on behalf of any person or governmental authority, or administrative actions, including, without limitation, court costs and reasonable attorneys’ and experts’ fees, consultants’ fees and attorneys’ fees on appeal (collectively, “**Claims**”) arising from the negligent acts or omissions or willful misconduct of CONTRACTOR or its agents, employees, invitees, contractors, or persons acting under any of them.

(b) Indemnification of Contractor. CONSERVATION WORKS shall defend, indemnify and hold harmless CONTRACTOR and its employees, legal representatives, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, “**Contractor Indemnified Parties**”) from and against any and all Claims arising from the negligent acts or omissions or willful misconduct of CONSERVATION WORKS or its agents, employees, invitees, contractors, or persons acting under any of them, in connection with the exercise of CONSERVATION WORKS’ rights under this Agreement.

(c) Notification of Claims. 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 in the investigation and disposition of any Claim arising out of the activities under this Agreement, provided that nothing shall require either Party to disclose any documents, records, or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

9. Termination for Cause or Lack of Funding.

(a) Breach. If either Party fails to fulfill in a timely and proper manner that Party’s obligations under this Agreement or otherwise breaches this Agreement and fails to cure such

failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting Party in the manner set forth in Paragraph 13 (Notices).

(b) **Funding Contingency.** The Parties acknowledge that CAL FIRE has reserved the option to cancel the Grant Agreement or reduce the amount available for the NBFIP if state funding for any fiscal year is reduced or deleted for purposes of the Wildfire Resilience Block Grants. In such event, CONSERVATION WORKS reserves the option, in its sole discretion, to terminate this Agreement or reduce the amount of funding available hereunder, effective immediately upon written notice to CONTRACTOR. In the event of suspension or termination of the Grant Agreement, CONSERVATION WORKS shall be obligated to fund only that portion of CONTRACTOR's work performed prior to the suspension or termination of the Grant Agreement.

10. **Other Termination.** This Agreement may be terminated by either Party for any reason and at any time by giving prior written notice of such termination to the other Party specifying the effective date of termination at least twenty five (25) days prior to said date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by CONSERVATION WORKS unless an opportunity for consultation is provided prior to the effective date of the termination.

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

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

(b) Except as provided in Paragraphs 3(d) (Disallowance of Funds), 4 (Method of Payment), and 9(b) (Funding Contingency), CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to CONSERVATION WORKS for damages sustained by CONSERVATION WORKS by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and CONSERVATION WORKS may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to CONSERVATION WORKS from CONTRACTOR is determined.

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

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and

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

CONSERVATION WORKS

Oona Heacock, Executive Director
P.O. Box 6417
Santa Rosa, CA 95406
707.978.4149
oonah@conservationworksnc.org

CONTRACTOR

Lucas Patzek, Executive Director
1303 Jefferson St #500b
Napa, CA 94559
707.252.4188
lucas@naparcd.org

14. **Compliance with Policies on Waste, Harassment, Drug-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with their own individual internal policies and with the policies of CAL FIRE relating to waste, harassment, drug-free workplace, and computer use, which are incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by CONSERVATION WORKS employees or contractors.

15. **No Assignments or Subcontracts.**

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. In particular, only CONSERVATION WORKS may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "B." 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.

17. Interpretation; Venue.

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

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

18. Dispute Resolution and Mediation. If a dispute arises between the Parties concerning the administration or interpretation of this Agreement, the Parties shall meet and confer in good faith and attempt to refine and resolve the dispute. If the Parties cannot reach a resolution within thirty (30) days after discovery of the dispute, then the Parties may agree to mediation in writing. Within thirty (30) days of such agreement, the Parties shall select a single trained and impartial mediator. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall, within forty-five (45) days of receipt of the initial request for mediation, jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in state grant agreements and subcontracts for environmental projects. Mediation shall then proceed in accordance with the following guidelines:

(a) Purpose. The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the Parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms or conditions of this Agreement.

(b) Participation. The mediator may meet with the Parties and their counsel jointly or ex parte. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority shall attend mediation sessions as requested by the mediator.

(c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the written consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a Party.

(d) Time Period. Neither Party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in mutually agreeable resolution of the dispute.

(e) Judicial Review. While the Parties shall seek to meet and confer and mediate in good faith, either Party retains the right to seek judicial review at any point.

(f) Costs. The cost of the mediator shall be borne equally by CONSERVATION WORKS and CONTRACTOR; the Parties shall bear their own expenses, including attorneys' fees, individually.

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

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

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

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

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold CONSERVATION WORKS 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 CONSERVATION WORKS is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish CONSERVATION WORKS with proof of payment of taxes or withholdings on those earnings.

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

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

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

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

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

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

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

28. **Special Terms and Conditions.** The NBFIP is funded in whole or in part by the State of California through CAL FIRE. CONTRACTOR shall comply with all terms and conditions related to subcontractors set forth in the Grant Agreement, attached hereto as Exhibit “A.” CONTRACTOR shall maintain all accounts and records required by the Grant Agreement and shall timely make available any documents or records requested by CAL FIRE pursuant to the Grant Agreement. CONTRACTOR shall cooperate with CONSERVATION WORKS to satisfy any conditions directly or indirectly imposed or required by CAL FIRE or otherwise imposed or required as a result of the NBFIP’s receipt of state funding. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CONSERVATION WORKS request that would cause CONSERVATION WORKS to be in violation of CONSERVATION WORKS’ Grant Agreement with CAL FIRE.
29. **Good Faith:** Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this Agreement and the satisfactory performance of its terms.
30. **Time is of the Essence; Dates:** Time is of the essence of this Agreement. If any date specified in this Agreement falls on Saturday, Sunday or a public holiday, that date shall be the succeeding day on which public agencies and major banks are open for business.
31. **Counterparts and Electronic Signatures.** This Agreement may be issued in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. A Party’s signature on this Agreement transmitted by facsimile or electronic transmission (for example, through use of a Portable Document Format or “PDF” file) shall be valid and effective to bind the Party so signing.
32. **Recitals.** Each provision of the recitals is an integral part of this Agreement and is incorporated as a part of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement below.

“CONTRACTOR” Napa County Resource Conservation District

By: _____ Date: _____
LUCAS PATZEK, Executive Director

“CONSERVATION WORKS” North Coast Resource Conservation & Development Council, a 501(c)3 non-profit organization doing business as Conservation Works

By: _____ Date: _____
OONA HEACOCK, Executive Director

<p>APPROVED AS TO FORM CONSERVATION WORKS Legal Counsel</p> <p>By:</p> <p style="padding-left: 40px;">Counsel</p> <p>Date:</p>
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EXHIBIT "A"
GRANT AGREEMENT

EXHIBIT “B”

SCOPE OF WORK

I. RESPONSIBILITIES AND DELIVERABLES

The NBFIP requires ongoing collaboration between CONTRACTOR and CONSERVATION WORKS to effectively serve landowners in CONTRACTOR’s jurisdiction. CONTRACTOR is responsible for soliciting projects, providing technical assistance to landowners, and overseeing project implementation. CONSERVATION WORKS is responsible for administering the NBFIP, contracting with landowners for individual projects, and distributing NBFIP funds. To that end:

1. CONTRACTOR shall assist CONSERVATION WORKS with the development of outreach and marketing materials for the NBFIP, including information sheets, social media, newsletter content, and website content.
2. CONTRACTOR shall provide outreach about the NBFIP at events and through digital and print materials to solicit eligible project applications from a variety of landowners.
3. CONTRACTOR shall assist CONSERVATION WORKS with outreach, as described above, to traditionally underserved communities.
4. CONTRACTOR shall assist with the development and periodic review of project ranking and selection criteria.
5. CONTRACTOR shall solicit project applications from landowners and shall assist CONSERVATION WORKS in the selection of projects.
6. CONTRACTOR shall provide technical assistance to landowners in support of completing and submitting applications. This can include providing suggestions for treatment types and providing digital access to landowners without computers or internet.
7. CONTRACTOR shall review NBFIP contracts as may be requested by CONSERVATION WORKS, including the scope of work for landowner contracts.
8. CONTRACTOR shall review any Forest Management Plan (“FMP”) or Non-Industrial Timber Management Plan (“NTMP”) funded under the NBFIP for relevancy to the proposed NBFIP project. Registered Professional Foresters (RPF) staffed under CONTRACTOR may approve an FMP or NTMP for reimbursement under the NBFIP. The NBFIP shall not fund the development of any commercial timber harvest plan. If an FMP or NTMP has not been developed for a landowner’s property, CONTRACTOR may prepare an FMP directly for the landowner, provided that (i) CONTRACTOR first obtains CONSERVATION WORKS’ prior written approval, (ii) CONTRACTOR budgeted for the preparation of FMPs and that budget is reflected in Section 3(c) of this Agreement, and (iii) CONTRACTOR’s capacity and available funds under this Agreement support the preparation of an FMP. When FMPs are developed, CONTRACTOR shall ensure that they contain a Geographic Information System (“GIS”)-based mapping component.
9. CONTRACTOR shall provide CONSERVATION WORKS with a copy of any approved FMP developed under the NBFIP together with the shapefiles associated with the lands each FMP covers. CONSERVATION WORKS may forward these materials to CAL

- FIRE as required by the Grant Agreement.
10. Approximately every six months or as otherwise required for the efficient administration of the NBFIP, CONTRACTOR shall assist CONSERVATION WORKS in ranking potential projects submitted by all NBFIP Partners.
 11. CONTRACTOR shall conduct pre-project meetings and site visits with landowners that have been selected for funding through the NBFIP. CONTRACTOR shall collect any pre-project data required by the Grant Agreement, including photographs.
 12. CONTRACTOR shall actively manage the environmental review process for all NBFIP projects in CONTRACTOR's jurisdiction, including preparing and filing any environmental review documents required under the California Environmental Quality Act ("CEQA") (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) or other local, State, or federal environmental laws. CONTRACTOR shall provide CONSERVATION WORKS with the appropriate, complete, and final CEQA document for each project before any work begins on that project.
 13. CONTRACTOR shall timely report project progress to CONSERVATION WORKS at the intervals required by this Agreement.
 14. CONTRACTOR shall provide participating landowners with technical assistance and support during project implementation.
 15. CONTRACTOR shall timely conduct a post-project site visit to verify that each project has been completed and shall collect any post-project data required by the Grant Agreement, including photographs.
 16. Representatives of CAL FIRE will likely request in-person site visits of select completed projects in accordance with the project scope of work outlined in the Grant Agreement. CONTRACTOR shall coordinate and host site visits with CAL FIRE, CONSERVATION WORKS, and the participating landowners.
 17. CONTRACTOR shall timely report to CONSERVATION WORKS when each project has been completed.
 18. CONTRACTOR shall collect and timely provide to CONSERVATION WORKS all data and documentary materials required by the Grant Agreement and prepared by CONTRACTOR, including but not limited to a project description report for each project, pre- and post-project photographs, Geographic Information System ("GIS") geospatial maps and shapefiles, and CONTRACTOR's technical notes.
 19. CONTRACTOR shall document and report to CONSERVATION WORKS any work performed under the NBFIP for Disadvantaged Communities, as that term is defined by CAL FIRE.
 20. CONTRACTOR shall participate in all meetings and administrative activities necessary for the efficient implementation of the NBFIP, as more specifically set forth in a Memorandum of Understanding among CONSERVATION WORKS and the Partners.

II. REPORTING REQUIREMENTS.

CONTRACTOR shall submit a progress report with every invoice. At minimum, CONTRACTOR is responsible for submitting quarterly progress reports and a final report to

CONSERVATION WORKS. The quarterly progress report is due to CONSERVATION WORKS within fifteen (15) days of the end of the calendar quarter, even if no fiscal activity has occurred:

Quarter	Progress Report Covering	Due Date
1st Quarter	January 1 – March 31	April 15
2nd Quarter	April 1 – June 30	July 15
3rd Quarter	July 1 – September 30	October 15
4th Quarter	October 1 – December 31	January 15

CONTRACTOR’s final report is due to CONSERVATION WORKS no later than fifteen (15) days after completion, expiration, or termination of this Agreement or of the Grant Agreement, whichever is earlier.

Quarterly and final reports are due even if CONTRACTOR is not invoicing for the specific term of the report. Reporting shall follow the format and include all information required by CAL FIRE in the Grant Agreement and in the Department of Forestry and Fire Protection Wildfire Resilience Block Grant Guidelines 2024. An overview of CONTRACTOR’s reporting requirements is provided below:

Progress Reports:

CONTRACTOR’s progress reports shall include:

1. A summary all activities and tasks performed or completed during the term of the report;
2. A summary of progress to date including progress since the last report;
3. A brief outline of upcoming work scheduled for the subsequent quarter;
4. Updates on progress towards meeting NBFIP objectives and performance metrics;
5. Copies of any intermediate work product for which CONTRACTOR is seeking reimbursement. CONSERVATION WORKS may share these work products with CAL FIRE;
6. Copies of any products developed using funds from the NBFIP (e.g., FMP, CEQA documentation, project implementation maps). CONSERVATION WORKS may share these work products with CAL FIRE;
7. A summary of costs incurred (a) during the subject period and (b) to date during the term of the Grant Agreement;
8. The remaining balance of CONTRACTOR’s budget under this Agreement;
9. A summary of any funds that CONTRACTOR has expended on NBFIP projects that are not reimbursable under this Agreement, including the specific amount and purpose of those expenditures;
10. Any problems encountered while performing the tasks and proposed solutions, timeline for resolution, and status of previously unresolved problems;
11. Any other information required by the Grant Agreement or otherwise requested by CAL FIRE or CONSERVATION WORKS.

Final Report:

The Grant Agreement requires CONSERVATION WORKS to submit a final report to CAL FIRE within thirty (30) days of completion of work under the Grant Agreement. CONSERVATION WORKS will require input from CONTRACTOR to accomplish this task. CONSERVATION WORKS will provide CONTRACTOR with a template final report, which CONTRACTOR must complete and return to CONSERVATION WORKS within fifteen (15) days termination of the Grant Agreement or completion of the work thereunder, whichever is earlier. CONSERVATION WORKS will submit the final report directly to CAL FIRE on behalf of CONTRACTOR and all NBFIP Partners.

EXHIBIT “C”
COMPENSATION

I. COMPENSATION.

Personnel

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

Role	Rate
Project Manager	\$112.61
Program Manager	\$127.50
Senior Environmental Scientist	\$143.28
Executive Director	\$149.08
Environmental Scientist	112.08
Accounting & Administrative Specialist	100.05

With advance notice from CONTRACTOR, CONSERVATION WORKS may approve changes in staff appointed to the NBFIP as well as hourly rates for compensation. Approval must be in written form.

1887786.1

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT**

APPLICANT: North Coast Resource Conservation & Development Council
PROJECT TITLE: North Bay Forest Improvement Program Round 2
GRANT AGREEMENT: 8GA21905B

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 31, 2026.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: 8GA21905B picks up where 8GA21905 left off with North Bay Forest Improvement Program Round 2 under new management – North Coast Resource Conservation & Development Council. The North Bay Forest Improvement Program is a sub-grantee, cost-share program for providing technical and financial assistance to non-industrial private landowners, with an emphasis on disadvantaged and severely disadvantaged communities. The total project outcomes and deliverables remain the same as with 8GA21905, adjusted for prior accomplishments – 811 acres treated, 57 projects completed, and 26 forest management plans completed throughout Lake, Mendocino, Napa, and Sonoma counties.

Total State Grant not to exceed \$2,960,198.00 (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

North Coast Resource Conservation & Development Council

Applicant

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

By Oona Heacock
Signature of Authorized Representative

By John Melvin
DocuSigned by:
6569EF653A04422...

Print Name/
Title: Oona Heacock

Title: **John Melvin, Assistant Deputy Director,
Resource Management**

Date 12/3/2024

Date 12/3/2024

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 8GA21905B	PO ID 0000748796	SUPPLIER ID 0000215337
FUND 0001	FUND NAME General Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 2,960,198.00
GL UNIT	BUD REF 0017	ADJ. INCREASING ENCUMBRANCE \$ 2,960,198.00
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580002	UNENCUMBERED BALANCE \$ 2,960,198.00
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96186	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

DocuSigned by:
[Signature]
300DF1AC63FA38D...

12/10/2024

Signature of CAL FIRE Accounting Officer

Date

GRANT NUMBER 8GA21905B
NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL
NORTHBAY FOREST IMPROVEMENT PROGRAM ROUND 2

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as “STATE” and, NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL, hereinafter referred to as “GRANTEE”.
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as “GRANT FUNDS”) not to exceed TWO MILLION NINE HUNDRED SIXTY THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS (\$2,960,198.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. Department of Forestry and Fire Protection Wildfire Resilience Block Grant Guidelines 2024.
 - b. The submitted Application, Scope of Work, Project Workbook, and Exhibits
 - c. ADDENDUM – WILDFIRE RESILIENCE GRANT PROJECTS

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section §4799.05 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the STATE’s obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California’s natural environment produced with the use of GRANT FUNDS shall be available for public use.

GRANT NUMBER 8GA21905B
NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL
NORTHBAY FOREST IMPROVEMENT PROGRAM ROUND 2

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 8GA21905B.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

GRANT NUMBER 8GA21905B
 NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL
 NORTHBAY FOREST IMPROVEMENT PROGRAM ROUND 2

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: North Coast Resource Conservation & Development Council
Section/Unit: HQ Resource Management	Section/Unit: N/A
Attention: Stewart McMorrow	Attention: Oona Heacock
Mailing Address: PO Box 944246 Sacramento, CA 94244-2460	Mailing Address: PO Box 6417 Santa Rosa, CA 95406
Phone Number: (530) 379-5085	Phone Number: (707) 978-4149 Secondary:
Email Address: stewart.mcmorrow@fire.ca.gov	Email Address: oona@conservationworksnc.org

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but no less than 60 days from the Agreement expiration date. The STATE may waive the minimum timeframe for amendments at their discretion. Approval of amendment is at the STATE's discretion.

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NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL
NORTHBAY FOREST IMPROVEMENT PROGRAM ROUND 2

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the STATE participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates and activities

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NORTHBAY FOREST IMPROVEMENT PROGRAM ROUND 2

specified in the Final Project Budget Detail, Application, Scope of Work and Exhibits, and made a part of this Agreement.

- c. GRANTEE shall submit, in arrears, not more frequently than once a month, and required quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. In the event no expenses are incurred, GRANTEE shall identify that no costs have been incurred within the respective quarterly progress report in lieu of submitting a zero balance invoice. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, signature of an authorized representative of GRANTEE, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), match funds when applicable, and appropriate supporting documentation consistent with the Eligible Costs section, as detailed in the Department of Forestry and Fire Protection Wildfire Resilience Block Grant Guidelines 2024.
- d. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- e. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Budget approved by the STATE. The dollar amount of an item in a budget category may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from other budget categories, without approval by the STATE; however, GRANTEE shall notify the STATE in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget category must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- f. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- g. GRANTEE shall submit each invoice for payment electronically using the grants management system identified by CAL FIRE. Hard copy submissions will not be accepted.
- h. The GRANTEE shall immediately reimburse or credit, as determined by the STATE, the STATE for any over payment of any invoice, including final invoice, when either party determines an overpayment was made.

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NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL
NORTHBAY FOREST IMPROVEMENT PROGRAM ROUND 2

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Wildfire Resilience Block Grants, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date the audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

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NORTHBAY FOREST IMPROVEMENT PROGRAM ROUND 2

- d. GRANTEE shall use any generally accepted accounting system.

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
- i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section.
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.

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- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

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NORTHBAY FOREST IMPROVEMENT PROGRAM ROUND 2

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status,

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religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

18. Survival Clause

The obligations of the Parties under Section III General Provisions, Items 4 (h) of the Project Costs and Payment Documentation and Item 10 Hold Harmless of this Agreement shall survive the termination or expiration of the Agreement.

GRANT NUMBER 8GA21905B
NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL
NORTHBAY FOREST IMPROVEMENT PROGRAM ROUND 2

ADDENDUM – WILDFIRE RESILIENCE GRANT PROJECTS

I. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

All Wildfire Resilience Grant projects must clearly display, identify and label themselves as being funded by CAL FIRE. Acknowledgements must contain the CAL FIRE logo as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s Wildfire Resilience Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Proposal to the CAL FIRE Wildfire & Forest Resilience Task Force's
Small Private Landowner Working Group
to Transfer and Expand the North Bay Forest Improvement Program

March 28, 2024

Contact information:

Oona Heacock

Executive Director

North Coast Resource and Development Council

oonah@conservationworksnc.org

1(707)978-4149

Overview:

The North Bay Forest Improvement Program (NBFIP) brings critical resources to treat wildfire hazards on non-industrial, private properties throughout the participating four counties: Lake, Mendocino, Napa, and Sonoma. NBFIP supports planning and implementation of projects to reduce risks of wildfire and promote forest health, with a focus on serving disadvantaged communities. It is administered by Rebuild NorthBay Foundation (RNBF) in partnership with the five Resource Conservation Districts (RCDs) of Sonoma, Mendocino, Lake, and Napa counties and Clear Lake Environmental Research Center (CLERC).

The program was launched as a 3-year pilot with \$1.5M in Proposition 68 funding awarded via a CAL FIRE Wildfire Resilience and Forestry Assistance grant in July 2020. With Prop 68 funding completed (8GB19328), NBFIP incentivized treatment of 982.37 acres of forested land through 29 projects within the four counties, while also serving properties located within designated disadvantaged and severely disadvantaged communities (DAC, SDAC).

Funds under 8GA21905 remain intended to assist landowners with fuels reduction activities such as site preparation, tree planting and protection, and forest thinning and pruning. Forest management planning is a service available to landowners located in counties with high DAC, SDAC only (Lake, Mendocino). Since its February 2020 launch, we have seen NBFIP yield programmatic and operational success. We have also learned that the demand for NBFIP is much higher than originally expected, thus we seek more funding to provide technical and financial assistance to 1) support more landowners and 2) treat more acres.

Moving forward, we remain committed to serving both disadvantaged communities (DAC) and severely disadvantaged communities (SDAC) by providing higher rates of financial incentives for those communities. Furthermore, we also intend to focus on providing technical assistance to Tribes in the project area. The funding opportunity through the Wildfire & Forest Resilience Task Force's Small Private Landowner Working Group unlocks an opportunity to leverage the initial CAL FIRE investment in NBFIP and meet the greater needs of our region.

Rebuild NorthBay Foundation (RNBF) is stepping down as Lead Agency, as notified on February 28, 2024 per letter submitted to Chief Stewart McMorrow. North Coast Resource Conservation and Development Council (NCRCDC) is excited to take on the roles and responsibilities set forth as Lead Agency. As described in the scope of work, NCRCDC will lead the regional coordination, payment processes, internal budget management, program evaluation, data management, and necessary legal support. Implementing partners (RCDs, CLERC), under supplemental agreements redrafted with NCRCDC, will continue to be responsible for providing technical assistance, environmental compliance, outreach and education, etc.

Summary of Outcomes:

The outcomes under NCRCDC would remain the same. Funding allows for subcontractors, such as consulting professional foresters, to provide professional services related to the implementation of projects.

# of acres treated	811
# of projects completed	57
# of Forest Management Plans completed*	26

* Includes short plans, not exclusively Cooperative Forest Management Plans.

Summary of Deliverables:

The deliverables under NB would remain the same. The existing North Bay Forest Improvement Program (NBFIP) will be expanded to support the following activities in Lake, Mendocino, Napa, and Sonoma Counties. Implementing organizations (Implementers) include the RCDs of Mendocino, Sonoma, and Napa Counties and CLERC, and the project lead and administrator (Project Lead) is NCRCDC.

<p>Technical Assistance, Implementation Support, Outreach*</p>	<p>Activities conducted by Implementers to advance technical assistance services and project implementation. Activities include:</p> <ul style="list-style-type: none"> • Development of forest management plans • Client outreach, relationship management, and site visits • Provide Application Clinics to support landowners through process • Project development and environmental review • Dissemination of best management practice information Certification and monitoring of projects • Ensuring grant compliance
<p>Incentive Payments to Landowners</p>	<p>Activities conducted to provide financial assistance to landowners projects. Activities include:</p> <ul style="list-style-type: none"> • Provide incentive payments to implement forest health practices on 1,000 acres. • Landowners can seek assistance from Implementers, consulting RPFs, and certified rangeland specialists for the development of forest management plans. • Landowners can seek assistance with implementation support including mapping, flagging, contractor oversight, etc.

<p>Program Management & Administration</p>	<p>Activities conducted by Project Lead to administer and execute the grant. Activities include:</p> <ul style="list-style-type: none"> • Administer supplemental agreements with implementers and subcontractors and contracts with landowners. • Provide grant agreement administrative services, including processing payments to contractors and reimbursements from public agency. • Conduct accounting and document review to ensure quality control of fiscal activities. • Oversee and manage NBFIP website, application, and application process • Acquire project management tool Asana for more streamlined processes and communication. • Provide better data management and analysis, including mapping of projects and impact, and entry of completed projects into RCD Project Tracker. • Provide technical education to NBFIP staff and partners to enhance our capacity for environmental review, technical assistance, and project management.
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* Includes RCD DAC Technical Assistance, Supplies, Travel, CEQA.

Please review appendix for listed practices and cap rates under the North Bay Forest Improvement Program.

Commitment to Serving Disadvantaged Communities:

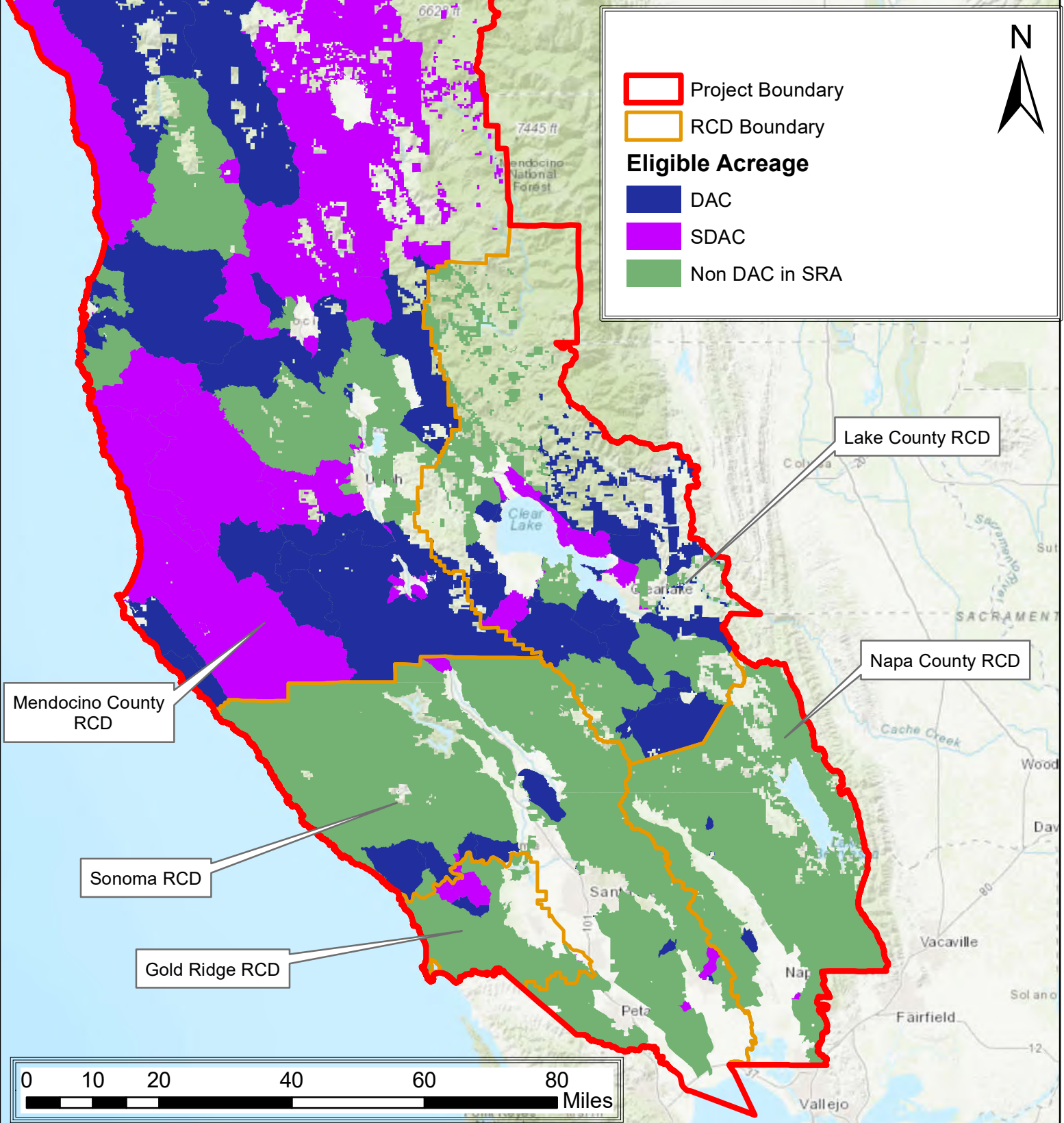
The vast majority of disadvantaged communities (DAC) and severely disadvantaged communities (SDAC) within NBFIP’s service area are located in Lake and Mendocino Counties. Over 70% of Mendocino County’s 2.2 million acres of land is defined as DAC or SDAC. Lake County contains over 320,000 acres designated as DAC, with an additional 52,000 acres designated as SDAC. DAC and SDAC present in Napa and Sonoma Counties do not have significant forested lands.

Four years into this work, we know that the majority of landowners within DAC and SDAC who will continue participating in this program will be located in Lake and Mendocino Counties. Of the 54 projects administered under NBFIP (completed or current), only 6 are located in Lake County while 22 are located in Mendocino County. This highlights the need to allocate more funds towards strategic outreach in these specific DAC and SDAC regions to bring awareness to this funding opportunity, especially in Lake County.

Budget:

The budget is attached and is informed by the the remaining project balance at the time of Invoice 8’s submittal (final invoice under Rebuild) on March 27th, 2024.

North Bay Forest Improvement Program Project Area and Eligible Lands Map



Disadvantaged Community = 1,617,346 Acres
Severely Disadvantaged Community = 1,541,242 Acres
Non-DAC Areas = 2,511,367 Acres
Total Project Area = 5,669,955 Acres

21-FP-UUU-XXXX

Project Budget

Project Name: North Bay Forest Improvement Program (8GA21905 Transfer)

Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
	Executive Director	120	Hours	\$ 59.13	100%	0%	0%	\$ 7,095.60	\$ -	\$ -	\$ 7,095.60
	Program Manager	1500	Hours	\$ 44.00	100%	0%	0%	\$ 66,000.00	\$ -	\$ -	\$ 66,000.00
	Office Assistant	500	Hours	\$ 34.13	100%	0%	0%	\$ 17,065.00	\$ -	\$ -	\$ 17,065.00
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Salaries and Wages:							\$ 90,160.60	\$ -	\$ -	\$ 90,160.60
B. Employee Benefits											
	Executive Director	120	Hours	\$ 13.44	100%	0%	0%	\$ 1,612.80	\$ -	\$ -	\$ 1,612.80
	Program Manager	1500	Days	\$ 13.44	100%	0%	0%	\$ 20,160.00	\$ -	\$ -	\$ 20,160.00
	Office Assistant	500	Hours	\$ 13.44	100%	0%	0%	\$ 6,720.00	\$ -	\$ -	\$ 6,720.00
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Employee Benefits:							\$ 28,492.80	\$ -	\$ -	\$ 28,492.80
C. Contractual											
	Landowner Incentive Payments	1	Each	\$ 1,555,285.68	100%	0%	0%	\$ 1,555,285.68	\$ -	\$ -	\$ 1,555,285.68
	RCD's and CLERC	1	Each	\$ 1,104,800.85	100%	0%	0%	\$ 1,104,800.85	\$ -	\$ -	\$ 1,104,800.85
	Matt Green RFP	1	Each	\$ 16,000.00	100%	0%	0%	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00
	William Rich & Associates	1	Each	\$ 25,239.00	100%	0%	0%	\$ 25,239.00	\$ -	\$ -	\$ 25,239.00
	WRA	1	Each	\$ 54,000.00	100%	0%	0%	\$ 54,000.00	\$ -	\$ -	\$ 54,000.00
	Sub-Total Contractual:							\$ 2,755,325.53	\$ -	\$ -	\$ 2,755,325.53
D. Travel & Per Diem:											
	N/A	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Travel & Per Diem:							\$ -	\$ -	\$ -	\$ -
E. Supplies											
	N/A	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Supplies:							\$ -	\$ -	\$ -	\$ -
F. Equipment											
	N/A	0	Each	\$ -	100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	100%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Equipment:							\$ -	\$ -	\$ -	\$ -
G. Other Costs											
	N/A	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Other Costs							\$ -	\$ -	\$ -	\$ -
Total Direct Costs					3%	\$	2,873,978.93	\$	\$	\$	2,873,978.93
Indirect Costs (Exclude Equipment)						\$	86,219.37			\$	86,219.37
Total Project Costs						\$	2,960,198.30	\$	\$	\$	2,960,198.30
Less Program Income						\$	-			\$	-
Total Grant Proposed Costs						\$	2,960,198	\$	\$	\$	2,960,198

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



November 21, 2024

Oona Heacock
North Coast Resource Conservation & Development Council
PO Box 6417
Santa Rosa, CA 95406

8GA21905B; North Bay Forest Improvement Program Round 2

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Stewart McMorrow at (530)-379-5085 if you have questions concerning services to be performed.

1. Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Jason Boykin at Jason.Boykin@fire.ca.gov no later than **December 5, 2024**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
CAL FIRE
Attn: Grants Management Unit/WRBG
P.O. Box 944246
Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

Thank you,

Jason Boykin
Grants Analyst
Grants Management Unit

CC: Stewart McMorrow
Tiffany Kelly
Larissa Frees

Enclosures

SUB-GRANT AGREEMENT

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

This SUB-GRANT AGREEMENT ("Agreement") is made as of January 27, 2022, by and between NORTH COAST RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL, a nonprofit, tax-exempt charitable organization (tax identification number 68-0484941) under Internal Revenue Code section 501(c)(3), hereinafter referred to as "North Coast RC&D Council" and NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California hereinafter referred to as "Grantee." The North Coast RC&D Council and Grantee may be collectively referred to as "Parties" and singularly as "Party."

RECITALS

WHEREAS, the Parties are authorized to enter into agreements with state agencies, counties, resource conservation districts, other special districts, and nonprofit organizations to cooperatively accept and expend funds; and

WHEREAS, North Coast RC&D Council and the United States Department of Agriculture (USDA) Natural Resource Conservation Service, hereinafter referred to as "NRCS," entered into Programmatic Partnership Agreement No. RCPP PPA-2516-A-0295, hereinafter referred to as the "PPA." The PPA is the master agreement for RCPP Program Project 2516, hereinafter referred to as "RCPP," which provides financial and technical assistance to eligible agricultural producers and landowners in Colusa, Lake, Mendocino, Napa, Solano, Sonoma, and Yolo Counties to implement land management practices that will minimize wildfire impacts on human life and property in the wildland-urban interface ("WUI"), restore natural fire regime patterns in undeveloped areas, and improve resource conditions following recent wildfires. A copy of the PPA is attached hereto as Exhibit D and is incorporated herein by reference; and

WHEREAS, pursuant to the PPA, North Coast RC&D Council and NRCS entered into Supplemental Agreement No. Supplemental-2516-A-1795, hereinafter referred to as the "Supplemental Agreement." The Supplemental Agreement establishes the terms and conditions under which North Coast RC&D Council will provide services to support the RCPP and provides that NRCS will make available funds up to the amount described in Attachment 1 of the Supplemental Agreement. A copy of the Supplemental Agreement is attached hereto as Exhibit E and is incorporated herein by reference; and

WHEREAS, per the terms of the PPA and the Supplemental Agreement, North Coast RC&D Council desires to enter into sub-award agreements with Grantee, WRA, Inc., and the following special districts: COLUSA COUNTY RESOURCE CONSERVATION DISTRICT, GOLD RIDGE RESOURCE CONSERVATION DISTRICT, MENDOCINO COUNTY RESOURCE CONSERVATION DISTRICT, LAKE COUNTY RESOURCE CONSERVATION DISTRICT, SOLANO COUNTY RESOURCE CONSERVATION DISTRICT, and YOLO COUNTY RESOURCE CONSERVATION DISTRICT (collectively, the "RCPP Partners"). North Coast RC&D Council will distribute NRCS funding equitably and effectively

throughout the region, in budget allocations and contributions committed, developed and agreed upon between Parties and listed in Exhibit B (“Distribution and Commitment of Funds”); and

WHEREAS, the Parties and the RCPP Partners have common objectives of implementing the RCPP through activities related to outreach, project management, land management planning, and outcomes analysis. North Coast RC&D Council will serve as Lead Partner, and Grantee and the RCPP Partners will work with NRCS to deliver technical assistance in their respective counties;

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

TERMS

1. **Term of the Agreement.** This Agreement takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated. The term of this Agreement shall expire on December 31, 2026, except that the obligations of the Parties under Sections 6 (Hold Harmless/Defense/Indemnification) and 9 (Insurance) shall continue in full force and effect after said expiration date as to the liability for acts and omissions occurring during the term of this Agreement. In addition, the obligations of the Parties under Section 16 (Access to Records/Retention) shall also survive said expiration date.
2. **Scope of Work.** Grantee shall provide those services set forth in Exhibit A to implement the RCPP, including all necessary tasks for outreach, management, planning, implementation, and outcome assessment (“Services” or “Work”).
3. **Compensation.**
 - a. Actual Costs: In consideration of Grantee’s fulfillment of the promised work, North Coast RC&D Council shall reimburse Grantee through the Supplemental Agreement funds for the work performed under the terms of this Agreement based on Grantee’s actual costs incurred in the completion of the RCPP and approved by NRCS. All payments for compensation and reimbursement for expenses shall be made only upon presentation by Grantee to North Coast RC&D Council of an itemized billing invoice in a form acceptable to North Coast RC&D Council and NRCS that indicates, at a minimum, Grantee’s name and address, an itemization of the hours worked when necessary or requested or, where compensation is on a per-task basis, a description of the tasks completed during the billing period via a narrative report, the names of the person(s) actually performing the services and the position(s) held by such person(s), and the hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense, the date incurred, and all cost-share contributions (Partner Contributions) to date. Grantee shall invoice North Coast RC&D Council quarterly by the 15th day of the month following the end of the quarter. The invoice shall be submitted electronically to

sarah@conservationworksnc.org, cc:rhonda@conservationworksnc.org Attn: Sarah Keiser. The invoice shall contain all additional information as may be required by North Coast RC&D Council, NRCS, the PPA, and the Supplemental Agreement.

- b. **Compensation:** Compensation is contingent upon receipt of funds from NRCS. North Coast RC&D Council shall reimburse Grantee within 30 days after North Coast RC&D Council has received payment from NRCS for work completed. If Grantee claims or receives payment from North Coast RC&D Council for an aspect of the RCPP, reimbursement for which is later disallowed by the NRCS, then Grantee shall promptly refund the disallowed amount to North Coast RC&D upon North Coast RC&D's request. At its option, North Coast RC&D may offset the amount disallowed from any payment due or to become due to Grantee under this Agreement or any other agreement. North Coast RC&D Council shall have no obligation to reimburse Grantee for payments disallowed by NRCS.
 - c. **Maximum Reimbursement:** Notwithstanding Subsections (a) and (b), the maximum payment for Services under this Agreement shall be a total of ONE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND THIRTY-FIVE CENTS (\$118,618.35); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. Further, the funds available under this Agreement shall be limited to only those funds available under the RCPP's Technical Enhancement and Implementation ("TA-E" and "TA-I") budgets, as reflected in Exhibit B.
 - d. **Annual Report:** Grantee shall assist North Coast RC&D Council in preparing the RCPP Annual Report ("Annual Report") and shall provide to North Coast RC&D Council and the RCPP Partners all information and documents as may be required to complete the Annual Report in a timely manner and in a form satisfactory to North Coast RC&D and NRCS.
 - e. **Final Report.** Grantee shall assist North Coast RC&D Council in preparing the RCPP Final Report ("Final Report") and shall provide to North Coast RC&D Council and the RCPP Partners all information and documents as may be required to complete the Final Report in a timely manner and in a form satisfactory to North Coast RC&D and NRCS.
4. **Independent Contractor.** Grantee shall perform this Agreement as an independent contractor. Grantee and the officers, agents, and employees of Grantee are not, and shall not be deemed, North Coast RC&D Council employees for any purpose, including workers' compensation and employee benefits. Grantee shall, at Grantee's own risk and expense, determine the method and manner by which duties imposed on Grantee by this Agreement shall be performed; provided, however, that North Coast RC&D Council and NRCS may monitor the work performed by Grantee. North Coast RC&D Council shall not deduct or withhold any amounts whatsoever from the compensation paid to Grantee, including, but not limited to amounts required to be withheld for state and federal taxes. As between the Parties to this Agreement, Grantee shall be solely responsible for all such payments.

5. **Specific Performance.** The Parties agree that Grantee, including the agents or employees of Grantee, shall be the sole providers of the services required by this Agreement. Because the services to be performed by Grantee under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, North Coast RC&D Council, in addition to any other rights or remedies which North Coast RC&D Council may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by Grantee.
6. **Hold Harmless/Defense/Indemnification.**
- a. Indemnification of North Coast RC&D Council. Grantee shall defend, indemnify, and hold harmless North Coast RC&D Council and its members, funders, directors, officers, employees, legal representatives, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, “**North Coast RC&D Council Indemnified Parties**”) from and against any and all liabilities (whether legal or equitable in nature), penalties, fines, fees, charges, costs, losses, damages, expenses, causes of action, suits, proceedings, actions, claims, demands, orders, judgments, sanctions asserted by or on behalf of any person or governmental authority, or administrative actions, including, without limitation, court costs and reasonable attorneys’ and experts’ fees, consultants’ fees and attorneys’ fees on appeal (collectively, “**Claims**”) arising from the negligent acts or omissions or willful misconduct of Grantee or its agents, employees, invitees, contractors, or persons acting under any of them.
 - b. Indemnification of Grantee. North Coast RC&D Council shall defend, indemnify and hold harmless Grantee and its employees, legal representatives, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, “**Grantee Indemnified Parties**”) from and against any and all Claims arising from the negligent acts or omissions or willful misconduct of North Coast RC&D Council or its agents, employees, invitees, contractors, or persons acting under any of them, in connection with the exercise of North Coast RC&D Council’s rights under this Agreement.
 - c. Notification of Claims. 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 in the investigation and disposition of any Claim arising out of the activities under this Agreement, provided that nothing shall require either Party to disclose any documents, records, or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.
 - d. Employee Character and Fitness. Grantee accepts responsibility, for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Grantee under this Agreement, including the option of completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Section, Grantee shall hold North Coast RC&D Council and its officers, agents, and employees harmless from any

liability for injuries or damages resulting from a breach of this provision or Grantee's actions in this regard.

7. Termination for Cause or Lack of Funding.

(a) **Breach.** If either Party fails to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breaches this Agreement and fails to cure such failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting Party in the manner set forth in Section 12 (Notices).

(b) **Funding Contingency.** The Parties acknowledge that NRCS has reserved the option to cancel the PPA and the Supplemental Agreement. In such event, North Coast RC&D Council reserves the option, in its sole discretion, to terminate this Agreement or reduce the amount of funding available hereunder, effective immediately upon written notice to Grantee. North Coast RC&D Council shall be obligated to fund only that portion of Grantee's work for which NRCS in fact pays North Coast RC&D Council. If NRCS terminates the PPA or Supplemental Agreement due to actions of Grantee that result in noncompliance with the terms or conditions of either agreement, Grantee will forfeit any right to any assistance under this Agreement and may as determined by NRCS be required to refund all or part of any payments received, plus interest.

8. Other Termination. This Agreement may be terminated by either Party for any reason and at any time by giving prior written notice of such termination to the other Party specifying the effective date of termination at least twenty five (25) days prior to said date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by North Coast RC&D Council unless an opportunity for consultation is provided prior to the effective date of the termination.

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

- a. **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, Grantee shall provide workers' compensation insurance for the performance of any of its duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation. Grantee shall provide North Coast RC&D Council with certification of all such coverages upon request by North Coast RC&D Council. Workers' Compensation Insurance shall cover an amount not less than ONE MILLION DOLLARS (\$1,000,000) in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
- b. **Liability Insurance.**

- i. General Liability. Grantee shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than FOUR MILLION DOLLARS (\$4,000,000) combined single limit per occurrence, either issued by a company having an A.M. Best Rating of no less than A: VIII or by self-insurance in accordance with the PPA and Supplemental Agreement or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Grantee under this Agreement except for acts or omissions performed in strict compliance with express direction North Coast RC&D Council's governing board, officers, or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per-occurrence limit.
 - ii. Professional Liability/Errors and Omissions. Grantee shall obtain and maintain in full force and effect during the term of this Agreement professional liability or errors and omissions insurance for all activities of Grantee arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim.
 - iii. Comprehensive Automobile Liability Insurance. Grantee shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased, and non-owned vehicles used in conjunction with Grantee's activities under this Agreement of not less than the following, combined single limit per occurrence: ONE MILLION DOLLARS (\$1,000,000) (for 7 or fewer passengers), ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) (8-15 passengers), and FIVE MILLION DOLLARS (\$5,000,000) (16+ passengers).
- c. Certificates of Coverage. Grantee shall procure and maintain during the period of performance of this Agreement, and for twelve (12) months thereafter, adequate third-party policies of insurance from an insurance company or companies authorized to do business in the State of California that covers any activities performed by Grantee under this Agreement. Proof of this insurance shall be provided to North Coast RC&D Council within thirty (30) days of the effective date of this Agreement. Grantee shall timely advise North Coast RC&D Council if the required third-party insurance is about to or expected to lapse. North Coast RC&D Council shall be responsible for carrying adequate insurance for any North Coast RC&D Council employee or facility related to any activities performed under this Agreement. The coverages shall reference this Agreement by its number or title; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of any Party's liability. Upon request by North Coast RC&D Council, Grantee shall provide or arrange for the insurer to provide North Coast RC&D

Council with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

- d. Deductibles/Retentions. Any deductibles or self-insured retention shall be declared to the North Coast RC&D Council.

10. **Good Faith:** Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this Agreement and the satisfactory performance of its terms.
11. **No Waiver.** The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
12. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that a Party desires to give the other Parties shall be addressed to the other Parties at the address set forth below. Any Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NORTH COAST RESOURCE
CONSERVATION AND DEVELOPMENT
COUNCIL
Oona Heacock, Executive Director
9619 Old Redwood Highway
Windsor, CA 95492
oona@conservationworksnc.org
707-978-4149

NAPA COUNTY RESOURCE
CONSERVATION DISTRICT
Lucas Patzek, Executive Director
1303 Jefferson Street, Suite 500B
Napa, CA 94559
lucas@naparcd.org
707-690-3110

13. Interpretation; Venue.

- a. Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
- b. Venue. This Agreement is made in Sonoma County, California. The venue for any legal action in state court filed by any 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 Sonoma, a unified court. The venue for any legal action in federal court filed by any Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this Agreement shall be Sonoma County, California; however, nothing in

this sentence shall obligate any other Party to submit to mediation or arbitration any dispute arising under this Agreement.

- 14. Dispute Resolution and Mediation.** If a dispute arises between the Parties concerning the administration or interpretation of this Agreement, the Parties intend to meet and confer and attempt to refine and resolve the dispute. Such meet and confer process is not mandatory and each Party reserves the right, pursuant to Section 14(e) below, to seek judicial review at any point. However, to the extent the Parties choose to pursue informal dispute resolution, the Parties shall meet and confer in good faith. If the Parties cannot reach a resolution within thirty (30) days after discovery of the dispute, then the Parties may agree to mediation in writing. Within thirty (30) days of such agreement, the Parties shall select a single trained and impartial mediator. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall, within forty-five (45) days of receipt of the initial request for mediation, jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in state grant agreements and subcontracts for environmental projects. Mediation shall then proceed in accordance with the following guidelines:
- (a) Purpose. The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the Parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms or conditions of this Agreement.
 - (b) Participation. The mediator may meet with the Parties and their counsel jointly or ex parte. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority shall attend mediation sessions as requested by the mediator.
 - (c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the written consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a Party.
 - (d) Time Period. Neither Party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in mutually agreeable resolution of the dispute.
 - (e) Judicial Review. While the Parties shall seek to meet and confer and mediate in good faith, either Party retains the right to seek judicial review at any point.
 - (f) Costs. The cost of the mediator shall be borne equally by North Coast RC&D Council and Grantee; the Parties shall bear their own expenses, including attorneys' fees, individually.
- 15. Taxes.** Grantee 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 for making such withholdings and/or pay such taxes and other obligations including, without

limitation, state and federal income and FICA taxes. Grantee agrees to indemnify and hold North Coast RC&D Council harmless from any liability it may incur to the United States or the State of California as a consequence of Grantee's failure to pay or withhold, when due, all such taxes and obligations. If North Coast RC&D Council is audited for compliance regarding any withholding or other applicable taxes or amounts, Grantee agrees to furnish North Coast RC&D Council with proof of payment of taxes or withholdings on those earnings.

16. **Access to Records/Retention.** North Coast RC&D Council, NRCS, 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 Grantee that are directly pertinent to the subject matter of this Agreement to make audits, examinations, excerpts, and transcriptions. Except where longer retention is required by any federal or state law or the PPA or Supplemental Agreement, Grantee shall maintain all required records for at least five (5) years after North Coast RC&D Council makes final grant funding for any work authorized hereunder and all pending matters are closed, whichever is later.
17. **Authority to Contract.** The Parties each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.
18. **Employment Practices.** The Parties shall not discriminate in performance under the Agreement, either directly or indirectly, on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.
19. **Compliance with Laws.** Each Party shall comply with all applicable federal, state, and local laws, rules, regulations, and policies affecting it and the work performed under this Agreement. Each Party represents and warrants to the other that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required to do the work hereunder or, if the work is subcontracted, that such subcontractor has all such licenses, permits, qualifications, and approvals. Each Party represents and warrants to the other that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Each Party to do the work contemplated by this Agreement or, if the work is subcontracted, each Party shall be responsible for ensuring that such subcontractor keeps in effect all such licenses, permits, and approvals.
20. **Non-Solicitation of Employees.** Each Party agrees not to solicit for employment the employees of any other Party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of any other Party, except that nothing in this paragraph shall preclude any other Party from publishing or

otherwise distributing applications and information regarding the Party's job openings where such publication or distribution is directed to the general public.

21. **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.
22. **Attorney's Fees.** In the event that any Party commences legal action of any kind or character either to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
23. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
24. **Amendment of Agreement.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. In particular, only North Coast RC&D Council may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit A. Failure of Grantee 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.
25. **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.
26. **Prevailing Wages.** If applicable for any portion of the work performed under this Agreement, Grantee shall comply with any and all provisions requiring contractors to comply with the prevailing wage requirements as set forth in Chapter 1 (commencing with Section 1720), Part 7 of Division 2 of the Labor Code sections 1774 et seq.
27. **Special Terms and Conditions; Federal Funding.** The Parties acknowledge that the RCPP has received or will receive Federal funding. Grantee shall comply with all terms and conditions of the PPA and the Supplemental Agreement. Grantee shall maintain all accounts and records required by the PPA and the Supplemental Agreement, and shall timely make available any documents or records requested by North Coast RC&D Council or NRCS pursuant to the PPA or the Supplemental Agreement. Grantee shall not perform any act, fail to perform any act, or refuse to comply with any North Coast RC&D Council request that would cause North Coast RC&D Council to be in violation of North Coast RC&D Council's PPA or Supplemental Agreement with NRCS. Grantee shall cooperate with North Coast RC&D Council to satisfy any conditions directly or indirectly imposed or required by NRCS or otherwise imposed or required as a result of the RCPP's receipt of Federal funding. Grantee shall comply with all relevant terms and conditions contained in Exhibit "F".

[Remainder of page left intentionally blank.]

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

NORTH COAST RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL:

By: _____
Oona Heacock, Executive Director

Date: _____

NAPA COUNTY RESOURCE CONSERVATION DISTRICT:

By: _____
Lucas Patzek, Executive Director

Date: _____

EXHIBIT A (SCOPE OF WORK)

Grantee and the RCPP Partners will serve as the primary project partner in their designated counties within the geographic scope of this RCPP program.

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

Technical Assistance – Enhancement

- As stated in the RCPP Programmatic Partnership Agreement:
 - The Grantee, NORTH COAST RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL will:
 - Manage the project management components required of the RCPP:
 - Management of PPA agreement with NRCS and supplemental agreements management with implementing partners
 - Large-scale project coordination
 - Finances (TA-I, TA-E) under the responsibility of the Partners
 - Communications and coordination with the Partners needed to meet outcomes effectively and efficiently
 - Leverage communications and outreach tactics to further highlight this project
 - Facilitate project Partners and other stakeholders to maximize project efficiency and creating opportunities to share best practices and resources via recurring coordination meetings
 - Lead metrics tracking and necessary and required reporting on project outcomes
 - Participate in the development and calculation of quantifiable outcomes related to the project.
 - In partnership with North Coast RC&D Council, each Partner will be responsible for some or all of the following, contingent on individual staff capacity:
 - Outreach and Education: Each Partner will conduct outreach with landowners in their respective county to attract new participation in the program. Activities can include:
 - Landowner and producer outreach workshops
 - Educational demonstration field day(s)
 - Attendance at events, meetings, stakeholder groups to increase landowner and producer participation in RCPP activities

- Dissemination of information about RCPP opportunities at workshops, on the partner website, on social media
- NRCS collaboration: Each Partner may partner with their county's NRCS counterpart on programmatic efficacy and project selection components.
- Project Management: In addition, each Partner will partner with the other members of the Building Fire Resiliency in California's Coast Range Forests and Grasslands Project and North Coast RC&D Council to provide high-level oversight to project:
 - Staff supervision, recurring invoicing
 - Internal project management to develop strategies for enhancement activities: communication, outreach, education.
- Outcome Assessment: Each Partner will be responsible for preparing and submitting progress reports throughout the project. Specifically:
 - Leading their internal lead tracking and sharing data as part of the collective reporting on project outcomes.
 - Participating in the development and calculation of quantifiable outcomes related to the project.
 - Preparing and submitting quarterly and annual progress reports for North Coast RC&D Council to submit to NRCS.
 - Reports will include information on project deliverables, partner contribution expenditures, producer and landowner outreach and participation, and quantifiable project outcomes.
 - Preparing and submitting one Final Report for North Coast RC&D Council to submit to NRCS.

Technical Assistance – Implementation

- Each Partner will support landowners in implementing wildfire mitigation practices and activities on their land. Specific activities, contingent on staff capacity and training as required by NRCS,¹ can be the following:
 - Providing support to producers interested in RCPP application, helping explain eligibility, timelines, next steps in the planning process, and/or screening applications.
 - Working with NRCS and landowners to identify project areas, inventory and map stands, identify resource concerns and opportunities, determine outcome assessments, and develop treatment prescriptions. Additional activities may include:
 - Documenting resource concerns

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

- Preparing maps
- Database research
- Perform resource assessments using the appropriate business tools
- Formulate and Evaluate Alternatives:
 - Prepare preliminary designs and proposed conservation plans
 - Conduct additional applicant interviews and site visits

EXHIBIT B
(DISTRIBUTION OF FUNDS)

TOTAL BUDGET BY PARTY

Total Budget	
North Coast Resource Conservation & Development Council (North Coast RC&D Council)	\$169,101.00
WRA, Inc	\$14,238.00
Colusa County Resource Conservation District (Colusa RCD)	\$111,618.34
Lake County Resource Conservation District (Lake County RCD)	\$111,618.35
Mendocino County Resource Conservation District (MCRCD)	\$111,618.32
Napa County Resource Conservation District (Napa RCD)	\$118,618.35
Solano County Resource Conservation District (Solano RCD)	\$111,618.34
Gold Ridge Resource Conservation District (Gold Ridge RCD)	\$119,122.35
Yolo County Resource Conservation District (Yolo RCD)	\$111,618.34
Total	\$979,171.39

BUDGET BREAKDOWN

TECHNICAL ASSISTANCE (**IMPLEMENTATION**) BY PARTY

Party	TOTAL
Colusa RCD	\$95,260.65
Lake County RCD	\$95,260.66
MCRCD	\$95,260.64
Napa RCD	\$95,260.67
Solano RCD	\$95,260.65
Gold Ridge RCD	\$95,260.65
Yolo RCD	\$95,260.65
TOTAL	\$666,824.57

TECHNICAL ASSISTANCE (ENHANCEMENT) BY PARTY

Party	TOTAL
North Coast RC&D Council	\$161,575.00
WRA, Inc.	\$14,238.00
Colusa RCD	\$16,357.69
Lake County RCD	\$16,357.69
MCRCD	\$16,357.68
Napa RCD	\$23,357.68
Solano RCD	\$16,357.69
Gold Ridge RCD	\$23,861.70
Yolo RCD	\$16,357.69
TOTAL	\$312,346.82

IMPLEMENTATION PRACTICE TYPE:
NEGOTIATED PREAPPLICATION RTIP001

Party	TOTAL	ITEM #
North Coast RC&D Council		
WRA, Inc		
Colusa RCD	\$2922.00	1
Lake County RCD	\$2922.00	1
MCRCD	\$2922.00	1
Napa RCD	\$2922.00	1
Solano RCD	\$2922.00	1
Gold Ridge RCD	\$2922.00	1
Yolo RCD	\$2922.00	1
TOTAL	\$20,454.00	

IMPLEMENTATION PRACTICE TYPE:
NEGOTIATED PLANNING Personnel Payment, RTIP002

Party	TOTAL	ITEM #
North Coast RC&D Council		
WRA, Inc		
Colusa RCD	\$89,627.65	2
Lake County RCD	\$89,627.65	2
MCRCD	\$89,627.65	2
Napa RCD	\$89,627.65	2
Solano RCD	\$89,627.65	2
Gold Ridge RCD	\$89,627.65	2
Yolo RCD	\$89,627.65	2
TOTAL	\$627,393.57	

IMPLEMENTATION PRACTICE TYPE:
NEGOTIATED PREAPPLICATION TRAVEL, RTIP001

Party	TOTAL	ITEM #
North Coast RC&D Council		
WRA, Inc		
Colusa RCD	\$485.71	4
Lake County RCD	\$485.72	4
MCRCD	\$485.71	4
Napa RCD	\$485.72	4
Solano RCD	\$485.71	4
Gold Ridge RCD	\$485.72	4
Yolo RCD	\$485.71	4
TOTAL	\$3400.00	

**IMPLEMENTATION PRACTICE TYPE:
NEGOTIATED PLANNING TRAVEL RTIP002**

Party	TOTAL	ITEM #
North Coast RC&D Council		
WRA, Inc		
Colusa RCD	\$2191.00	5
Lake County RCD	\$2191.00	5
MCRCD	\$2191.00	5
Napa RCD	\$2191.00	5
Solano RCD	\$2191.00	5
Gold Ridge RCD	\$2191.00	5
Yolo RCD	\$2191.00	5
TOTAL	\$15,337.00	

**IMPLEMENTATION PRACTICE TYPE:
NEGOTIATED PLANNING SUPPLIES RTIP002**

Party	TOTAL	ITEM #
North Coast RC&D Council		
WRA, Inc		
Colusa RCD	\$34.29	6
Lake County RCD	\$34.29	6
MCRCD	\$34.28	6
Napa RCD	\$34.29	6
Solano RCD	\$34.28	6
Gold Ridge RCD	\$34.28	6
Yolo RCD	\$34.29	6
TOTAL	\$240.00	

ENHANCEMENT PRACTICE TYPE:
NEGOTIATED PROJECT MANAGEMENT RTEP001

Party	TOTAL	ITEM #
North Coast RC&D Council	\$161,575.00	7
WRA, Inc	\$14,238.00	8
Colusa RCD	\$9866.83	9
Lake County RCD	\$9866.84	9
MCRCD	\$9866.83	9
Napa RCD	\$16,866.83	9
Solano RCD	\$9866.83	9
Gold Ridge RCD	\$9866.83	9
Yolo RCD	\$9866.83	9
TOTAL	\$251,880.82	

ENHANCEMENT PRACTICE TYPE:
NEGOTIATED OUTREACH RTEP003

Party	TOTAL	ITEM #
North Coast RC&D Council	\$7526.00	10
Colusa RCD	\$1454.00	11
Lake County RCD	\$1454.00	11
MCRCD	\$1454.00	11
Napa RCD	\$1454.00	11
Solano RCD	\$1454.00	11
Gold Ridge RCD	\$1454.00	11
Yolo RCD	\$1454.00	11
TOTAL	\$17,704.00	

ENHANCEMENT PRACTICE TYPE:
NEGOTIATED OUTCOMES PERSONNEL PAYMENT RTEP004

Party	TOTAL	ITEM #
North Coast RC&D Council		
Colusa RCD	\$4500.00	12
Lake County RCD	\$4500.00	12
MCRCD	\$4500.00	12
Napa RCD	\$4500.00	12
Solano RCD	\$4500.00	12
Gold Ridge RCD	\$12,004.00	12
Yolo RCD	\$4500.00	12
TOTAL	\$39,004.00	

ENHANCEMENT PRACTICE TYPE:
NEGOTIATED OUTREACH TRAVEL PAYMENT RTEP003

Party	TOTAL	ITEM #
North Coast RC&D Council		
Colusa RCD	\$523.29	13
Lake County RCD	\$523.28	13
MCRCD	\$523.28	13
Napa RCD	\$523.28	13
Solano RCD	\$523.29	13
Gold Ridge RCD	\$523.29	13
Yolo RCD	\$523.29	13
TOTAL	\$3663.00	

ENHANCEMENT PRACTICE TYPE:
NEGOTIATED OUTREACH SUPPLIES PAYMENT RTEP003

Party	TOTAL	ITEM #
North Coast RC&D Council		
Colusa RCD	\$13.57	14
Lake County RCD	\$13.57	14
MCRCD	\$13.57	14
Napa RCD	\$13.57	14
Solano RCD	\$13.57	14
Gold Ridge RCD	\$13.58	14
Yolo RCD	\$13.57	14
TOTAL	\$95.00	

EXHIBIT C (PROJECT OUTCOMES AND DELIVERABLES)

1. Conservation Outcomes

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

2. Conservation Outcome Deliverables

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

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

EXHIBIT D
(RCPP PROGRAMMATIC PARTNERSHIP AGREEMENT)

EXHIBIT E
(RCPD SUPPLEMENTAL AGREEMENT)

EXHIBIT F

ADDENDUM FOR CONTRACTS RECEIVING FEDERAL FUNDING

Grantee agrees to comply with all of the following provisions, as applicable, as required by 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for non-Federal Entity. In the event of a conflict with other provisions in this Agreement that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Grantee shall apply.

1. If this value of this Agreement is more than \$250,000 (the Simplified Acquisition Threshold amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. section 1908), the following provision applies:

Remedies for Breach. In addition to all other remedies included in this Agreement, Grantee shall, at a minimum, be liable to North Coast RC&D Council for all foreseeable damages it incurs as a result of Grantee violation or breach of the terms of this Agreement. This includes without limitation any costs incurred to remediate defects in Grantee's services and/or the additional expenses to complete Grantee's services beyond the amounts agreed to in this Agreement, after Grantee has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this Agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. If this value of this Agreement is more than \$10,000, the following provisions apply:

Termination for Convenience. North Coast RC&D Council shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. North Coast RC&D Council shall exercise this option by giving Grantee written notice of termination. The notice shall specify the date on which termination shall become effective. North Coast RC&D Council will pay Grantee for satisfactory Work rendered through the date of termination. In no event shall North Coast RC&D Council be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by North Coast RC&D Council, except for those costs reasonably necessary to effectuate demobilization or transition from the work. Final payment shall not be made to Grantee until Grantee closes out the Work.

Termination for Cause. On and after any event of default by Grantee, North Coast RC&D Council may immediately terminate this Agreement for cause.

North Coast RC&D Council shall exercise this option by giving Grantee written notice of termination and such termination shall take effect immediately, and North Coast RC&D Council will not be liable for costs incurred by Grantee or any of its subcontractors after that time. North Coast RC&D Council shall have the right to offset from any amounts due to Grantee under this Agreement or any other contract between North Coast RC&D Council and Grantee all damages, losses, costs or expenses incurred by North Coast RC&D Council as a result of such event of default and any liquidated damages due from Grantee pursuant to the terms of this Agreement. North Coast RC&D Council will pay Grantee for satisfactory work rendered through the date of termination, less any such offset.

3. If this Agreement constitutes a “federally assisted construction contract,” as defined in 41 C.F.R. § 60-1.3, the following provision applies:

Equal Employment Opportunity. During the performance of this Agreement, Grantee agrees as follows:

- (a) Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of

such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.

- (d) The Grantee will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Grantee's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Grantee will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may

direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

4. If this Agreement is a construction contract in excess of \$2,000, the following provisions apply:
 - a. **Davis-Bacon Act.** Grantee must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Grantee must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Grantee must pay wages not less than once a week. The decision to award this Agreement is expressly conditioned upon the acceptance of the wage determination. North Coast RC&D Council will report all suspected or reported violations to the Federal awarding agency.
 - b. **Copeland “Anti-Kickback” Act.**
 - i. **Grantee.** The Grantee shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. As provided by the those provisions, Grantee is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
 - ii. **Subcontracts.** The Grantee or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Grantee shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
5. If this value of this Agreement is more than \$100,000 and the Agreement involves the employment of mechanics or laborers, the following provision applies:

Compliance with the Contract Work Hours and Safety Standards Act.

- (a) **Overtime requirements.** No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Grantee and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Grantee and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- (c) **Withholding for unpaid wages and liquidated damages.** North Coast RC&D Council shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Grantee or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (d) **Subcontracts.** The Grantee or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Grantee shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

6. **Rights to Inventions Made Under a Contract or Contract.** If the Federal award meets the definition of “funding Contract” under 37 C.F.R. § 401.2(a) and North Coast RC&D Council in entering this Agreement with a small business firm or nonprofit organization for the purpose of the substitution of parties, assignment, or performance of experimental, developmental, or research work under the Federal “funding Contract,” Grantee must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
7. If this value of this Agreement is more than \$150,000, the following provision applies:

Clean Air Act and Federal Water Pollution Control Act. Grantee must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to North Coast RC&D Council, the Federal awarding agency, and the Regional Office of the Environmental Protection Agency (“EPA”). When reported to North Coast RC&D Council, North Coast RC&D Council will ensure that the violations are reported to the Federal awarding agency and the Regional Office of the EPA. Grantee will include these requirements in each subcontract exceeding \$150,000 that is, in whole or in part, federally funded.

8. If the value of this Agreement is more than \$25,000, or if this Agreement requires the approval of the federal funding agency, the following provision applies:

Debarment and Suspension.

- (a) This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Grantee is required to verify that none of the Grantee’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The Grantee must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) By signing this Addendum, Grantee certifies that to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

- (c) Grantee's certification is a material representation of fact relied upon by North Coast RC&D Council. If it is later determined that the Grantee did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to North Coast RC&D Council, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (d) The Grantee agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.
9. **Procurement of Recovered Materials.** The requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Agreement and are fully incorporated into the Agreement by this reference. For individual purchases of \$10,000 or more, Grantee will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Agreement schedule, (B) in conformance with Agreement performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
10. If this Agreement is for construction or facility improvement and exceeds \$250,000 (the Simplified Acquisition Threshold amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. section 1908), the following provision applies:

Bonding Requirements. Grantee must satisfy the following minimum bid guarantee and bonding requirements:

- (a) If applicable, a bid guarantee equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the Grantee for one hundred percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- (c) A payment bond on the part of the Grantee for one hundred percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

11. Access to Records. The following access to records requirements apply to this Agreement:

- a. The Grantee agrees to provide North Coast RC&D Council, the Federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Grantee agrees to provide the Federal funding agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

12. Domestic Preferences for Procurements. As appropriate and to the extent consistent with the law, the Grantee should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 C.F.R. section 200.322, which is fully incorporated into the Agreement by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 C.F.R. section 200.322 must be included in all subcontracts and purchase orders for work or products under the federal award.

13. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Agreement.

14. Disadvantaged Businesses. Grantee agrees to take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
15. If this value of this Agreement is more than \$100,000, Grantee, and its lower tiers, must sign and submit the following certification to North Coast RC&D Council:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Contracts

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee, NAPA COUNTY RESOURCE CONSERVATION DISTRICT, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Grantee’s Authorized Official

Name and Title of Grantee’s Authorized Official

Date

IN WITNESS WHEREOF, Grantee agrees to the terms of this Addendum.

Grantee:

By: _____

Date: _____

1889796.1

PROGRAMMATIC PARTNERSHIP AGREEMENT

Between the

USDA Natural Resources Conservation Service (NRCS)

And

North Coast Resource Conservation & Development Council

Introduction:

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

I. Authority

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

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

II. Background

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

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

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

Lead Partner submitted a proposal for RCPP funding to help generate conservation benefits in the Project area as shown in (Attachment A). Lead Partner satisfies the RCPP eligibility requirements for

participation in a partnership agreement as a Established history of working cooperatively with producers on agricultural land.

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

III. Purpose

The purpose of this PPA is to establish a partnership framework for cooperation between NRCS and Lead Partner on implementation of eligible activities to obtain approved conservation benefits by addressing resource concerns through program contracts with eligible producers and partners within the approved project area. The PPA was developed based on a proposal received under Announcement of Program Funding # USDA-NRCS-NHQ-RCPPC-21-NOFO0001033 (incorporated herein by reference) and selected by the Chief of NRCS for funding.

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

- Fire management

IV. Responsibilities of the Parties

A. NRCS will:

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

5. Actively participate in the development of the Table of Deliverables establishing RCPP fund and activity specific budgets and typical activities in this project, and documenting details of partner contribution delivery.
6. Within program authorities, make every reasonable effort to accommodate Lead partner project recommendations and project expectations documented in Exhibits 1-6 into RCPP FA and TA awards.
7. Provide annual reviews and recommendations to Lead Partner on ways to improve implementation of both RCPP-assisted and contribution-related conservation activities, and to report on NRCS uses of RCPP technical and financial assistance funds.
8. As part of Technical Assistance commitments, provide support for modeling/monitoring/measuring and reporting of outcomes as described in Attachment C: Data Collection and Outcomes Reporting.

B. North Coast Resource Conservation & Development Council will:

1. Deliver all partner contributions as identified in Attachment, including those provided directly by Lead Partner and those provided indirectly by contributing partners. B Table of Deliverables and report them in a timely fashion according to negotiated technical requirements and valuation methods
2. Acknowledge that NRCS retains final authority with respect to determining the eligibility and valuation of partner contributions provided as part of this project with respect to RCPP reporting and agreement compliance purposes. NRCS considerations in making these determinations shall be informed by, but not limited to, maintaining relationship between contributions and addressing project resource concerns in the project area during the project life.
3. Notify NRCS of any contribution-related deviations from the Attachment B Table of Deliverables as soon as they are known, and no later than the end of the year in which they occur. When factors beyond Lead Partner's control prevent delivery of contributions, Lead Partner may propose scheduling changes and or substitute contribution. However, Lead Partner acknowledges that NRCS retains sole authority to determine if such changes or substitutions will be allowed.
4. Support, complete, or ensure completion of inventories and analysis of all contributions which would not be undertaken but for the RCPP project and all supplemental agreement related RCPP funded activities as determined necessary to fulfil social, economic, and environmental (SEE) impact requirements under the National Environmental Policy Act and related legislation. Generally, where RCPP FA and contribution activities will be implemented concurrently, SEE analysis shall be a shared technical and financial responsibility and may be (partially or wholly) supported by RCPP TA funding. Where contributions are not directly tied to RCPP FA and contribution related activities would not occur but for the RCPP project, Lead Partner assumes added responsibility of developing and providing to NRCS sufficient information to ensure agency SEE analysis requirements are satisfied; analysis in support of "contribution only" partner activities will not generally be supported by RCPP Implementation TA.
5. Actively participate in the development and maintenance of the Table of Deliverables establishing budget and plan for RCPP fund type and activity specific obligations and documenting details of partner contribution delivery.
6. Actively participate in the development of Exhibits 1-6 (as applicable) to help inform NRCS administration of RCPP funded activities within the project.
7. Where Technical Assistance, Watershed Financial Assistance Activities or supplemental agreements to support realty services are included in the Schedule of Deliverables (Attachment B), lead partner shall

assist NRCS in ranking, developing and managing supplemental agreements. In general, where these activities are present in the project, the expectation is that the lead partner shall be responsible for 1) collaborating with NRCS on potential obligations, which shall ultimately be managed by NRCS based on program and project specific eligibility considerations, and SA negotiations, 2) participating in supplemental agreement negotiations and providing concurrence on proposed supplemental agreement deliverables where necessary, and 3) monitoring and reporting of the impact of supplemental agreements on the project as a whole as described in Attachment C and Exhibits as applicable.

8. Submit annual project progress reports and a final report, based on guidance provided by NRCS as further detailed in Attachment C: RCPP Reporting Requirements.

9. Measure/monitor/model and report on the conservation outcomes of the project, as described in Attachment E: Project Outcomes. Guidelines for reporting on the economic/financial and social outcomes of the project will also be included in Attachment E, as applicable. Economic/financial reporting will only be required when such activities were included in a partner proposal as selected, or developed during RCPP project negotiations and documented in the Table of Deliverables.

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

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

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

1. The NRCS Program Portal (defined here to include or any replacement of the existing system implemented by NRCS) will be used to track, monitor, implement and manage this project agreement. The Parties shall maintain access to and be expected to use the software platform to assist in fulfilling their responsibilities under this PPA, including but not limited to communications related to project management, project reporting, and outcome assessment and documentation.

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

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

4. Nothing in this PPA commits either NRCS or Lead Partner to obligate or transfer any funds or financial assistance that NRCS may provide to eligible producers or landowners. Specific actions that may involve the transfer of funds, services, or property among Lead Partner and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds and

technical services. This PPA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable policies, statutes and regulations. This PPA does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

5. Adhere to the privacy requirements associated with federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners, producers or others in relation to this project agreement. Project specific details, including needed information sharing, is further addressed in Attachment D.

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

V. Expected Accomplishments and Deliverables

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

VI. Technical and Administrative Contacts

Technical and/legal representatives of this project at the time of award shall be those identified in NRCS Program Portal, and any revisions shall be managed in according to policies set by NRCS. Changes to Lead Partner contact(s) shall require notice from duly authorized partner representative to NRCS via NRCS Programs Portal, and may require amendment to this PPA as determined necessary by NRCS.

VII. Duration

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

Start Date: 1/27/2022 End Date: 2/8/2027

VIII. Project Changes: Minor Changes, Amendments, and Termination

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

Minor Changes: By mutual consent, minor changes can be requested, negotiated and if approved by NRCS, documented in the agency software without necessity of a new agreement or hard copy signatures. NRCS will only approve minor changes when the agency determines changes are consistent with program rules and policy, and would not affect key components of project scope e.g. updates to agreement contracts or exhibits could be a “minor change” while changes in total RCPP funding, a decline in the ratio of contributions to RCPP funding, an increase in the size of the project area, changes in targeted conservation benefits/resource concerns, or replacement of the lead partner would not be minor changes.

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

IX. Ending Project Prior to Agreement End Date: Termination

Terminations.

- (1) Lead partners may request that NRCS terminate the partnership agreement, provided the request for termination is in writing, and includes the reasons for termination.
- (2) NRCS may terminate a partnership agreement if—
 - (i) Justified by the reasons provided by the lead partner;
 - (ii) NRCS determines that a modification of the partnership agreement is necessary to comply with applicable law and the partner does not concur with such modification; or
 - (iii) The lead partner fails to correct noncompliance with a term of the partnership agreement.
- (3) A termination may be justified by circumstances beyond the lead partners’ control that prevents completion of one or more provisions of the partnership agreement, such as a natural disaster or other circumstances in which NRCS may determine that termination is in the public interest.
- (4) If a program agreement is terminated, the lead partner forfeits all rights to any unobligated technical or financial assistance remaining under the partnership agreement.
- (5) Effect on other agreements. Termination of a partnership agreement under this section will—

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

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

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

(7) Liquidated damages.

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

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

X. Attachments

RCPP Partnership Agreement Specific Forms:

Attachment A: Project Area Map

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

Attachment C: RCPP Reporting Requirements Reporting

Attachment D: Privacy

Attachment E: Project Outcomes

Exhibit : Land Management Activity Expectations

Exhibit : Enhancement TA Activity Expectations

XI. Signatures:

A. Lead Partner (Sign First)

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

e-Signed by Oona Heacock
For, if applicable:
On 03-08-24

03-08-24

Signature

Date

Name	Title
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B. NRCS (Sign Last)

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



e-Signed by Carlos Suarez
For, if applicable:
On 03-22-24

03-22-24

Signature Carlos Suarez	Date
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Name	Title (Attach Designation if not State Conservationist)
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Attachment B: Table of Deliverables

FA Deliverables

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

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

TA Deliverables

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

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
146	2026	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$30,000.00
145	2025	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$30,000.00
144	2024	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$30,000.00
143	2023	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$30,000.00
142	2022	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$30,000.00
141	2026	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$122,174.96
140	2025	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$49,222.00
139	2024	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$49,222.00
138	2023	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$49,222.00
137	2022	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$49,222.00
136	2026	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$22,000.00
135	2025	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$22,000.00
134	2024	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$22,000.00
133	2023	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$22,000.00
132	2022	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$22,000.00
118	2025	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$12,500.00
117	2024	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$12,500.00
116	2023	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$12,500.00
115	2022	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$12,500.00
114	2025	CA	Enhancement TA	Supplemental Agreements	Project Management	\$60,276.00
113	2024	CA	Enhancement TA	Supplemental Agreements	Project Management	\$21,000.00
112	2023	CA	Enhancement TA	Supplemental Agreements	Project Management	\$21,000.00
111	2022	CA	Enhancement TA	Supplemental Agreements	Project Management	\$70,279.22
106	2025	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$168,761.70
105	2024	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$168,761.70
104	2023	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$168,761.70

103	2022	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$168,761.70
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Partners and Contributions

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

Partners

Partner/Entity Name	Partner/Entity Type	Contact Name	Contact Email	Contact Phone	Total Contribution
Colusa County Resource Conservation District	Conservation district	Elizabeth Harper	liz@colusarc.org	530-458-5131	\$800,000.00
Clear Lake Environmental Research Center	Third-Party	Will Evans	will.evans@clerc.com	678-425-8970	\$1,122,217.00
Lake County Resource Conservation District	Conservation district	Harry Lyons	lyons.harry@att.net	707-540-2015	\$0.00
Yolo County Resource Conservation District	Conservation district	Heather Nichols	heather@yolorcd.org	530-661-1688	\$0.00
Mendocino County Resource Conservation District	Conservation district	Joe Scriven	joe.scriven@mercd.org	707-462-3664	\$0.00
Solano Resource Conservation District	Conservation district	Chris Rose	chris.rose@solanored.org	707-678-1655	\$0.00
Sonoma Resource Conservation District	Conservation district	Valerie Minton Quinto	vminton@sonomarc.org	(707) 569-1448	\$0.00
Gold Ridge Resource Conservation District	Conservation district	Brittany Jensen	brittany@goldridgercd.org	(707) 823-5244	\$0.00
North Coast RC& D Council	Established history of working cooperatively with producers on agricultural land	Oona Hancock	oona@conservationworksnc.org	(707)978-4149	\$1,169,392.00
Napa County Resource Conservation District	Conservation district	Lucas Patzek	lucas@naparc.org	(707) 690-3119	\$2,000,000.00

Partner Contributions

#	Calendar Year	State	Activity Type	Funding Source	Lead	Typical Activity	Extent	Measurement Unit	Budget	Cash/In-Kind	Match as Contribution
17	2024	CA	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Napa County Resource Conservation District	Outreach coordination to organize a Pre-Fire Coordinating Group and for education to landowners and managers concerning fuels reduction funded as part of the California Coastal Conservancy grant to Napa RCD.	242472.0	Dollars	\$242,472.00	In-Kind	
						California Department of Conservation block grant to Napa RCD under the Regional Forest and Fire Capacity Program to be expended by March 2025. Napa RCD will provide funding under this block grant to CLERC,					

16	2024	CA	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Napa County Resource Conservation District	Colusa RCD, Solano RCD, and Yolo RCD for forestry and fire related activities in Colusa, Lake, Napa, Solano, and Yolo Counties. This funding will support forest health and wildfire resiliency related capacity-building, planning and technical assistance, demonstration projects, and education and outreach.	1000000.0	Dollars	\$1,000,000.00	Cash
15	2024	CA	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Colusa County Resource Conservation District	Outreach and education to support the CalFire Forest Health grant to Colusa County RCD.	10000.0	Dollars	\$10,000.00	In-Kind
14	2023	CA	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	North Coast RC& D Council	Lead partner project management and oversight of their North Bay Forest Improvement Program funded by a CalFire Proposition 68 grant.	100000.0	Dollars	\$100,000.00	In-Kind
11	2024	CA	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Colusa County Resource Conservation District	Technical assistance for planning directly with private landowners to support installation of watershed scale post-fire restoration measures on their properties with financial assistance from the CalFire Forest Health grant to Colusa County RCD.	150000.0	Dollars	\$150,000.00	In-Kind
7	2023	CA	TA: "Implementation" TA per APF	Lead Partner (Non-Federal Funds)	North Coast RC& D Council	RCD technical assistance for planning directly with private landowners to support installation of fire fuel mitigation measures on their properties with financial assistance from the Rebuild North Bay Foundation (RNBF) North Bay Forest Improvement Program.	145656.0	Dollars	\$145,656.00	Cash
						Financial				

6	2024	CA	FA: "Other" FA per APF	Non-Lead Partner (Non-Federal Funds)	Clear Lake Environmental Research Center	assistance to support over 800 acres of fuel reduction in the highest risk areas of Lake County's Wildland Urban Interface (WUI).	1122217.0	Dollars	\$1,122,217.00	Cash
4	2024	CA	FA: "Other" FA per APF	Non-Lead Partner (Non-Federal Funds)	Napa County Resource Conservation District	Financial assistance targeted to the Pacific Union College, Land Trust of Napa County, Napa County Regional Park and Open Space District, and the Suscol Intertribal Council to selectively thin and remove trees and brush on approximately 376 acres. Three of the four landowners are EQIP eligible, and we will explore potentially using RCPD financial assistance to support additional activities on these properties.	757528.0	Dollars	\$757,528.00	Cash
3	2024	CA	FA: "Other" FA per APF	Non-Lead Partner (Non-Federal Funds)	Colusa County Resource Conservation District	Financial assistance targeted for watershed scale post-fire restoration on 1,680 acres and with 13 privately owned in-holders of the Upper Little Stony Creek Watershed within the Mendocino National Forest.	640000.0	Dollars	\$640,000.00	Cash
1	2023	CA	FA: "Other" FA per APF	Lead Partner (Non-Federal Funds)	North Coast RC& D Council	Financial assistance for private landowners to perform fuel mitigation on their properties among four counties: Lake, Mendocino, Napa, and Sonoma.	923736.0	Dollars	\$923,736.00	Cash

Attachment E: Project Outcomes

Conservation Outcomes

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

Conservation Outcomes Deliverables

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

									using site specific topography and 75th percentile weather conditions. Modeling outputs will focus on changes in flame length, but could also include predicted rate of spread, heat output, or other standard model outputs.
1	Reducing negative outcomes of wildfire	2026	Best Scientific Estimate		North Coast RC& D Council	CA	Tons per acre of fuel reduction on implemented sites	Yes	Baseline fuel conditions will be established using 1) available GIS maps of fuel and forest types across the project area, and 2) expert opinion of Technical Assistance providers in determining a project's fuel loads. We will use Standard fire behavior fuel models (Scott and Burgan, 2005) as a basis for determining initial fuel loading. We chose this method because it is a nationally adopted tool - there are a wide variety of fuels datasets and fire behavior models which use these 40 fuel models as a basis. TA providers will bring maps of likely fuel types into the field with them, and use visual assessment tools to confirm pre-project fuel type, or suggest a different baseline fuel model. They will also use these tools to assess post-treatment conditions, and determine if there was a change in fuel type, or loading. Fuel information will be entered into GIS as part of project development and post-implementation assessment.

Economic Outcomes

Outcome Title	Resource Concern	Expected Completion	Outcome Methodology	Other (Describe)	States	Detailed Description
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Economic Outcomes Deliverables

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

Outcome Title	Resource Concern	Expected Completion	Outcome Methodology	Other (Describe)	States	Detailed Description
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Social Outcomes Deliverables

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

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

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

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

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

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

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

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

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

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

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

Potentially Optional (at Lead State Discretion)

	<p>If activities will be targeted to a limited set of land uses, identify targeted land uses here:</p> <p>Forest;Range;Farmstead;Associated Agricultural Land;</p> <p>Document other Land Use Related Considerations (e.g. funds in this activity type should be targeted toward buffers on farm lands adjacent to Section 404(D) water courses; or rangeland habitat improvements within historical range of Lesser Prairie Chicken)</p>
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<p>Land Uses</p>	<p>RCPP funding is targeted to forest, range, farmstead, and associated agricultural land situated in the California north-bay region and prioritized for implementation of conservation practices that will minimize wildfire impacts on human life and property in the wildland-urban interface (WUI), to restore natural fire regime patterns in undeveloped areas, to improve resource conditions following recent wildfires, and to promote fire resiliency and forest health.</p>
<p>Assessment and Ranking: General Considerations</p>	<p>NRCS will use established application ranking and assessment processes to support Land Management awards. Document negotiated assessment and ranking considerations here, including: Any Workload Prioritization (screening) criteria No</p> <p>CART considerations by type as applicable (Vulnerability, Practice Points, Efficiency, Program Questions, Resource Questions) Yes</p> <p>If Yes, What Type? Vulnerability;Practice Points;Efficiency;Program Questions;Resource Questions;</p> <p>Intent to provide ranking points for eligible land management applicants whose applications directly support other RCPP award types No</p> <p>Intent to provide ranking points for project specific purposes not captured elsewhere Yes</p> <p>Other The following conservation outcomes will be prioritized for funding: (1) natural resource recovery on recently burned properties, and (2) fuels management and biomass removal on properties that haven't recently burned. Ranking points for questions will be weighted to prioritize practices that will address the primary resource concern, fire management. Prioritize projects that address: (1) natural resource recovery on recently burned properties, and (2) fuels management and biomass removal on properties that haven't recently burned. This will be accomplished by weighting the ranking questions appropriately by the practices that will be implemented that meet the primary objective.</p>
	<p>Will Project include bundled partner applications? No</p> <p>Note: points available to prioritize a partner's bundled applications shall not exceed 25% of Program points available in applicable CART template.</p>

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

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

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

	<p>Are there any proposed innovations to the Land Management Awards that have not already been discussed?</p> <p>no</p> <p>If Yes, Please describe them</p> <p>N/A</p>
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Section 1B – Technical Assistance (TA) Expectations for Land Management Activities

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

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

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

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

NRCS will retain TA-I for the following tasks:

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

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

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

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

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

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

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

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

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

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

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

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

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

TA-I, Negotiated Installation (Step 8)

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

TA-I, Negotiated Checkout (Step 8)

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

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

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

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

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

TA Category

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

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

Exhibit 6: Enhancement Technical Assistance Activity Expectations

Section 6A TA expectations

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

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

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

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

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

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

	<p>Provide a general basis for inclusion of each applicable TA-E item in this RCPP project. Rationales should support budgets and specific items in Programmatic Agreement and Supplemental Agreement Deliverables.</p> <p>Project Management</p>
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The Lead Agency, North Coast Resource Conservation & Development Council (NCRC&D) will manage the project management components required of the RCPP: management of PPA agreement with NRCS and supplemental agreements management with implementing partners, large-scale project coordination and operations, and finances under the responsibility of the Lead Partner (TA). In addition, NCRC&D will support the communications and coordination the Partners need to meet outcomes effectively and efficiently. Partners: - CLERC: Internal project management to develop strategies for enhancement activities: communication, outreach, education. - Colusa RCD: Internal project management to develop strategies for enhancement activities: communication, outreach, education. - MCRCD: Internal project management to develop strategies for enhancement activities: communication, outreach, education. - Napa RCD: Internal project management to develop strategies for enhancement activities: communication, outreach, education. Member of Steering Committee to make decisions on programmatic operations, goals, outcomes, deliverables. - Solano RCD: Internal project management to develop strategies for enhancement activities: communication, outreach, education. Member of Steering Committee to make decisions on programmatic operations, goals, outcomes, deliverables. - Yolo RCD: Internal project management to develop strategies for enhancement activities: communication, outreach, education. Member of Steering Committee to make decisions on programmatic operations, goals, outcomes, deliverables.

Communication and Coordination

N/A

Outreach and Education

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

RCPP TA Practice Type

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

Defined Outcome Assessment

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

Conservation Innovation

N/A

Other Eligible Purposes

N/A



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

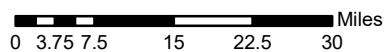
BUILDING FIRE RESILIENCY IN CALIFORNIA'S COAST RANGE FORESTS AND GRASSLANDS

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

Map Date: August 31, 2021



1 inch : 18 miles



Attachment C – RCPP Reporting Requirements

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

Project Progress

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

Outcomes

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

Success Metrics

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

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

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

Sample Table for Outcomes Reporting

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

Attachment D: Confidentiality Agreement

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

Attachment D Overview: Confidentiality Agreement Requirements

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

Intended Uses of this document:

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

D1. Information Sharing in this Project:

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

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

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

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

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

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

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

NRCS shall provide the following information to support this project:

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

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

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

D2. Section 1619 Agreement

I. Purpose

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

II. Description of Assistance to be provided under USDA program

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

III. Description of Information Required to Provide Assistance

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

IV. Use of the Protected Information

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

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

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

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

VI. System of Records Routine Use

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

VII. Responsibilities

a. The agency agrees to:

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

b. The cooperating entity agrees:

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

A. not covered by this agreement; and

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

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

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

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

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

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

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

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

c. The cooperating entity acknowledges the following binding restrictions:

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

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

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

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

VIII. Amendments

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

IX. Termination and Expiration

a. Effective Period

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

b. This Agreement may be terminated:

1. Immediately by the agency if:

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

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

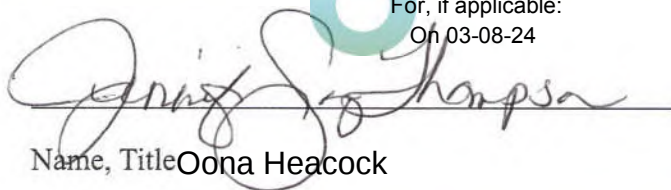
3. At any time by the mutual written agreement of the agency and the cooperating entity or independently by the agency or the cooperating entity with a 30 calendar day written notice between both parties.

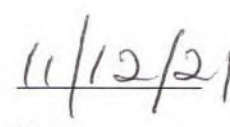
If this agreement is terminated, potential impacts to RCPP projects will be evaluated and NRCS will work collaboratively with Lead Partner to maintain viability of this partnership agreement to which Part D2 is attached, guided by RCPP policy and terms of Part D as a whole.

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

Signature of the cooperating entity and the Date Signed

e-Signed by Oona Heacock
For, if applicable:
On 03-08-24


Name, Title Oona Heacock

03-08-24

Date

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

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

e-Signed by Carlos Suarez
For, if applicable:
On 03-22-24

03-22-24

Name, Title Carlos Suarez

Date

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

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

Name, Title

Date

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

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

(b) LIMITATION ON DISCLOSURES.—

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

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

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

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

(3) AUTHORIZED DISCLOSURES.—

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

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

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

**RCPP Supplemental Agreement For Technical Assistance and
Financial
Assistance for Easment Due Diligence
Entered Into By
USDA Natural Resources Conservation Service
And
North Coast Resource Conservation & Development Council
In Support of RCPP Project Building Fire Resiliency in CA
Coast Range**

Introduction:

This Supplemental Agreement (SA) documents the terms and conditions of a relationship between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), henceforth “NRCS”, and the North Coast Resource Conservation & Development Council, henceforth “Awardee”. Collectively, NRCS and Awardee are referred to as “Parties”.

Under the terms of this SA, Awardee shall provide technical assistance or related services as described in this agreement to support RCPP project 2516, Building Fire Resiliency in CA Coast Range

I. Authority

This SA is entered into in accordance with RCPP and related authorities including:

- Subtitle I of Title XII of the Food Security Act of 1985 as amended by the Agriculture Improvement Act of 2018 (2018 Farm Bill; P.L 115-334) (16 U.S.C. 3871 et seq.)
- The Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.)
- 7 CFR Part 1464
- Announcement of Program Funding Number USDA-NRCS-NHQ-RCPPC-21-NOFO0001033

II. Background

RCPP is a voluntary conservation program which provides NRCS authority to collaborate with an eligible lead partner to develop a Programmatic Partnership Agreement (PPA) to address one or more resource concern categories in a project area. PPAs document both anticipated RCPP-funded financial and technical assistance activities, as well as partner funded activities (contributions). NRCS administers RCPP-funded activities through a combination of RCPP program contracts with producers, agreements with eligible partners, and NRCS- provided technical assistance.

Generally, RCPP funding is provided to help farmers, ranchers, and other landowners to address natural resource concerns on the Nation's private and nonfederal land. Where NRCS cannot deliver its RCPP

assistance to producers solely through program contracts between NRCS and eligible producers, NRCS may use supplemental agreements with an eligible partner to further project objectives consistent with RCPP requirements.

Awardee is an eligible NP-Not-for-profit organization or entity and, based on negotiations documented in Attachment 1 to this SA, agrees to provide services as described in this SA.

III. Purpose

The purpose of this SA is to establish the terms and conditions under which Awardee will provide services to support the RCPP project 2516, Building Fire Resiliency in CA Coast Range... under which this SA is executed.

Specifically, Awardee agrees to implement one of the three activity types below, as documented in Attachment 1, per terms of this SA:

- Technical Assistance, Implementation
- Technical Assistance, Enhancement
- Easement Acquisition Services (Financial Assistance)

NRCS funding made available through this SA must support RCPP-funded FA applications or contracts or, in the case of enhancement TA, RCPP program management costs.

IV. Responsibilities of the Parties

A. NRCS will:

1. Establish standards and expectations for all RCPP program activities and support this SA by making practice and activity standards and templates available.
2. Fulfill responsibilities under this SA in a manner consistent with the RCPP project in compliance with applicable RCPP requirements.
3. Reserves authority for determining eligibility, technical adequacy, and documentation required of Awardee to demonstrate completion and payment eligibility for eligible activities under this SA.
4. Make available funds up to the amount as described in Attachment 1 of this SA.
5. Provide payment for eligible activities upon NRCS acceptance of Awardee documentation of completed work or acceptable request for advance reimbursement (see Attachment 2).
6. Support reasonable modifications as needed to facilitate delivery of assistance under the terms of this SA where NRCS determines that modifications will support Project Agreement scope, meet RCPP Project purposes, and consistent with RCPP requirements.

B. North Coast Resource Conservation & Development Council will:

1. Deliver all assistance in accordance with this agreement.
2. Acknowledge that NRCS retains final authority with respect to determining the eligibility and acceptability of all activities, and payment methods supporting their completion.

3. Notify NRCS of any anticipated delay in delivery of scheduled items no later than three months prior to their scheduled delivery dates. When factors beyond Awardee's control prevent delivery of scheduled items, Awardee may propose scheduling or other modifications. However, Awardee acknowledges that NRCS retains sole authority to determine if such modifications will be allowed.
4. Acknowledge and accept that NRCS payments for scheduled deliverables are limited to amounts on a unit and item basis, and as such NRCS shall not pay on any basis other than what is documented in this SA based on approved valuation methods.
5. Make timely request for re-imbursement for all completed or partially completed deliverables, as specified by NRCS (See Attachment 2).
6. Acknowledge NRCS assistance in public relations or communications materials or events related to RCPP project activities. To the extent possible, provide draft copies of such information to the relevant NRCS State office for review and comment before public release.
7. Have responsibility, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between Awardee and third parties to carry out eligible activities under this SA.

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

1. The RCPP Portal (also known as the Partner Portal) or successor software platform may be used to identify SA deliverables and payment methods. Parties agree to use this platform, and to collaborate there to document SA progress and payments as specified in Attachment 2.
2. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
3. Funds obligated via this SA shall generally remain available for work completed during the term of the SA as executed; additionally, the term of the SA shall not exceed the life of the PPA, unless a longer SA term is determined necessary by NRCS. Terms of the SA may be amended only in accordance with the terms of this part and Part VII below.
4. Adhere to the privacy requirements associated with federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners, producers or others in relation to this project agreement. Project specific details, including needed information sharing, are further addressed in Attachment 3.
5. NRCS authority to implement or support project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements, including but not limited to the Food Security Act of 1985, as amended, and associated regulations; the National Environmental Policy Act (NEPA) and associated environmental laws; and Office of Management and Budget (OMB) Circulars, and related requirements. Where such requirements necessitate adjustments to the terms and conditions of this SA, the Parties will either agree to such adjustments or NRCS will terminate this SA.

V. Deliverables

SA deliverables, including valuation methods are negotiated, and attached hereto as Attachment 1. Any failure to deliver according to agreed-to Attachment 1, provide required documentation, or satisfy NRCS technical standards shall be considered basis for denial of request for payment, unless changes are approved by NRCS in accordance with Part VIII below.

VI. Technical and Administrative Contacts

Technical and/legal representatives of this SA at the time of award shall be those identified in NRCS agency software (e.g. RCPP Portal), and any revisions shall be managed according to policies set by NRCS. Changes to Awardee contact(s) shall require either notice from duly authorized partner representative to NRCS through either 1) updates in Agency/Departmental approved software, or 2) written letter.

VII. Duration

This SA takes effect the date of the final signature and shall end at the end of the month 12 months after the last scheduled practice or activity in this agreement. This SA may be extended by mutual agreement, if determined necessary by NRCS.

Start Date: _____ End Date: 12/31/2026

VIII. Project Changes: Minor Changes and Modifications

Either party may request changes to this SA during its term.

The Parties acknowledge that minor changes in the project schedule may be necessary; where such issues are limited to accelerated implementation of out-year practices or activities, or implementation delays not greater than 12-months (and not occurring during the final year of the SA), such deviations may be noted in project management files, and updates to the schedule of operations may not be required unless determined necessary by NRCS or requested by the participating partner.

Where lengthier delays or other substantive changes are considered, formal modification processes must be followed. In a modification, the parties, through mutual written agreement may change terms of this SA to effect substantive changes, including but not limited to rescheduling of delayed items; changes to the extent, unit cost, or valuation methods; or other negotiated aspects of deliverables as documented in an updated Attachment 1. NRCS will only approve modifications if it determines that the changes are consistent with the RCPP requirements, meet project purposes (including the basis for project selection), are within project parameters, and are in the best interests of the Government.

IX. Termination

1. Awardee may request that NRCS terminate the SA, provided the request for termination is in writing, and includes the reasons for termination.
2. NRCS may terminate this SA agreement if
 - a. Justified by the reasons provided by the Awardee;

b. NRCS determines that a modification of the SA agreement is necessary to comply with applicable law and the Awardee does not concur with such modification; or

c. The Awardee fails to correct noncompliance with term(s) of the SA.

3. A termination may be justified by circumstances beyond the Awardees' control that prevents completion of one or more provisions of the SA, such as a natural disaster or other circumstances in which NRCS may determine that termination is in the public interest.

4. If this SA is terminated, the Awardee forfeits all rights to any remaining payment under this SA.

5. Effect on other agreements. Termination of this SA will not affect the validity of the PPA, any other SA, or program contract entered into with a producer under this project, unless NRCS determines that termination of this SA negates the validity of the PPA, or unequivocally compromises the agency ability to deliver FA under the PPA.

6. Refund. If NRCS terminates this SA due to noncompliance with its terms or conditions, the Awardee will also refund all or part of any payments received by the Awardee, plus interest.

X. Attachments

Attachment 1: Schedule, Payment Methods, and Technical Details

Attachment 2: Payment Eligibility and Process

Attachment 3: Privacy and Confidentiality

Attachment 4: General Terms and Conditions

Attachment 5: Additional Terms and Conditions

XI. Signatures:

A. Awardee (Sign First)

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



e-Signed by Oona Heacock
For, if applicable:
On 01-17-25

01-17-25

Signature	Date
Oona Heacock	

Name	Title

B. NRCS (Sign Last)

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



e-Signed by Carlos Suarez
For, if applicable:
On 01-17-25

01-17-25

Signature

Date

Carlos Suarez

Name

Title

NRCS-CPA-1273-SA3-A1

Attachment 1

Deliverables

Activity Type	Max Available	Entered	Remaining
TA-E	\$312,346.82	\$312,346.00	\$0.82
TA-I	\$666,824.57	\$666,824.00	\$0.57
FA-Entity Held	\$0.00	\$0.00	\$0.00
FA-US Held	\$0.00	\$0.00	\$0.00

Supplemental Agreement Deliverables

Item #	State	Activity Type	Practice Code and Name	Scenario	Description	Scheduled Completion Month	Scheduled Completion Year	Extent	Unit	Unit Cost	Total Funds
1	CA	Partner Implementation TA	RTIP001 - TA-I, Negotiated Pre-Application	Participating Partner, Personnel Payment	Providing producers interested RCPP Land Management application, helping explain eligibility, timelines, next steps in planning process, and/or screening applications.	12	2025	20454.0	Dollars	1.0	\$20,454.00
2	CA	Partner Implementation TA	RTIP002 - TA-I, Negotiated Planning	Participating Partner, Personnel Payment	Staff time spent on items such as: - Landowner Interview - Initial Site Visit Additional site visits - Documenting resource concerns - Preparing maps - Database research - Perform resource assessments (WEP, etc) using the appropriate business tools ---Prepare conservation plan -Develop resource inventory for: Site-survey; Geologic investigations; test pits, and other geotechnical tests and software runs; Detailed analysis and Final Design; Job-sheets; Cost estimates; Engineering review -Installation Sub-tasks: Site layout; Pre-construction meetings; On-site oversight; Evaluating changes/updating designs/processing modifications Finalize/Provide Operation and Maintenance Requirements --Follow-up visits for operation and Maintenance - Evaluation, monitoring, and reporting	12	2025	627393.0		1.0	\$627,393.00
4	CA	Partner Implementation TA	RTIP001 - TA-I, Negotiated Pre-Application	Participating Partner, Travel Payment	Travel to support pre-application work. Rates will be based on current GSA per diem and mileage rates. Lodging will not exceed \$160 per night	12	2025	3400.0	Dollars	1.0	\$3,400.00
5	CA	Partner Implementation TA	RTIP002 - TA-I, Negotiated Planning	Participating Partner, Travel Payment	Travel to support conservation planning. Rates will be based on current GSA per diem and mileage rates. Lodging will not exceed \$160 per night	12	2025	15337.0	Dollars	1.0	\$15,337.00
6	CA	Partner Implementation	RTIP002 - TA-I, Negotiated	Supplies	Field notebook - Rite in the Rain \$12 +shipping, Compass \$36 + shipping and any other field supplies necessary to	12	2025	240.0	Dollars	1.0	\$240.00

		TA	Planning		provide planning and checkout services						
7	CA	Enhancement TA	RTEP001 - TA-E, Negotiated Project Mgt	Participating Partner, Personnel Payment	NCRC&D - 1) Coordination and management of the PPA agreement with NRCS and partners. 2) Development and management of supplemental agreements. 3) Management of sub-award agreements with participating partners. 4) Coordination with NRCS for project administration such as: project webpage and fact sheet, screening tools, ranking pool development, RCPP signup periods, FA budget monitoring (in accordance with PPA). 6) Preparing and submitting annual progress reports to NRCS: Reports will include information on project deliverables, partner contribution expenditures, producer and landowner outreach and participation, and quantifiable project outcomes. Partner will submit a final report and fact sheet that can be shared with the public.	12	2025	161575.0	Dollars	1.0	\$161,575.00
8	CA	Enhancement TA	RTEP001 - TA-E, Negotiated Project Mgt	3rd Party, Contractual	Project Management, contract management, quarterly invoice coordination, partner communication, outcome assessment oversight	12	2025	14238.0	Dollars	1.0	\$14,238.00
9	CA	Enhancement TA	RTEP001 - TA-E, Negotiated Project Mgt	Participating Partner, Personnel Payment	RCD's - 1) Participation in the management of supplemental agreements. 2) Coordination with NCRC&DC for project administration such as: project webpage and fact sheet, screening tools, ranking pool development, RCPP signup periods, FA budget monitoring (in accordance with PPA). 3) Preparing and submitting annual progress reports to NCRC&DC. Reports will include information on project deliverables, partner contribution expenditures, producer and landowner outreach and participation, and quantifiable project outcomes.	12	2025	76067.0	Dollars	1.0	\$76,067.00
10	CA	Enhancement TA	RTEP003 - TA-E, Negotiated Outreach	Participating Partner, Personnel Payment	NCRC&D - 1) Direct outreach to garner participation in RCPP activities on the part of producers and landowners. 2) Landowner and producer outreach workshops (approximately four per year within seven-county program area-- gas, lodging, meal costs factored in). 3) An educational demonstration field day focused on fuels reduction (location to be determined). 4) Attendance at events, meetings, stakeholder groups to increase landowner and producer participation in RCPP activities (approximately 10 per year throughout seven-county	12	2025	7526.0		1.0	\$7,526.00

					program area, few in person). 5) Dissemination of information about RCPP opportunities at workshops, on the partner website, on social media.						
11	CA	Enhancement TA	RTEP003 - TA-E, Negotiated Outreach	Participating Partner, Personnel Payment	RCD's - 1) Direct outreach to garner participation in RCPP activities on the part of producers and landowners. 2) Landowner and producer outreach workshops (approx 4/year within a seven-county program area 3. An educational demonstration field day focused on fuels reduction. 4. Attendance at events, meetings, stakeholder groups to increase participation in RCPP activities (approx 10/year in seven-county program area, few in person. 5. Dissemination of information about RCPP opportunities at workshops on the partner website, on social media.	12	2025	10178.0	Dollars	1.0	\$10,178.00
12	CA	Enhancement TA	RTEP004 - TA-E, Negotiated Outcomes	Participating Partner, Personnel Payment	Approved Outcome: Reduce negative outcomes of wildfire (Fuel reductions (tons per acre) across X acres,	12	2025	39004.0	Dollars	1.0	\$39,004.00
13	CA	Enhancement TA	RTEP003 - TA-E, Negotiated Outreach	Participating Partner, Travel Payment	Travel expenses associated with outreach events and workshops - mileage/fuel, lodging, meals	12	2025	3663.0	Dollars	1.0	\$3,663.00
14	CA	Enhancement TA	RTEP003 - TA-E, Negotiated Outreach	Supplies	Necessary supplies for outreach events, site visit (for example: brochure/pamphlet costs, creation of materials to advertise program, approx. \$0.25/page)	12	2025	95.0	Dollars	1.0	\$95.00

Line#	WBS	Award State	Funding Type	BOC	Total Entered Funding
	NR.SI.RCP8.06.2516.21XXT		Partner Implementation TA	2595	\$666824.0
			Enhancement TA	2559	\$312346.0
			WBS Total		\$979170.0
			Total SA Funding		\$979170.0

RCPP Supplemental Agreement, Type I, Attachment 2 Payment Eligibility

I. UNALLOWABLE COSTS

The following costs are not allowed:

- (1) Costs above the amount authorized for the project.
- (2) Costs incurred prior to commencement of, or after the end of the supplemental agreement period of performance.
- (3) Costs not identified in the approved budget or approved budget revisions.
- (4) Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award.
- (5) Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
- (6) Compensation for injuries to persons or damage to property arising from project activities.
- (7) Partner administrative costs (statutorily prohibited).

This list is not exhaustive. For general information about the allowability of particular items / costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award. Because this Supplemental Agreement is based on programmatic authorities, vs. general governmental authorities, not all provision of 2 CFR 200 apply.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. NRCS retains approval authority of all project deliverables for the purpose of approving RCPP related payments listed in the supplemental agreement(s) and project deliverables.

II. PAYMENTS

NRCS shall approve RCPP Supplemental Agreement payments where the following conditions are satisfied:

Partner is compliant with all reporting and administrative requirements of this supplemental agreement;

Partner provides satisfactory / verifiable documentation of completion of each fully or partial technical or financial assistance deliverable and evidence supporting requested payment consistent with approved valuation method for that deliverable as documented in SA Attachment 1;

NRCS determines that work fully satisfies program eligibility and technical adequacy criteria for the project and practice, and the delivery is consistent with contract requirements.

Payment(s) shall be limited to the lesser of:

documented expenses determined via approved payment method(s) or
unexpended funds remaining in the obligation for completion of the deliverable.

Note: Negotiated payment methods may include but are not limited to verifiable records of actual expenses such as canceled checks, paid bills, payroll records, timesheets, and subaward documents.

Generally, labor costs charges to this award must be based upon salaries actually earned and the time actually worked on this award (calculated to exclude administrative overhead). Exception to such “actual cost” methods are allowed ONLY when approved negotiated payment methods clearly document typical expenses associated with a task, and accounting records support delivery of specific quantities of a task for which such an approved negotiated payment method is in place

III PAYMENT PROCESS:

Partner responsible for requesting payments via RCPP Portal or replacement system. Partner assumes sole responsibility for ensuring only eligible individuals hold authority to make payment requests.

Partner is solely responsible for verifying partner “vendor record” information, including banking information, prior to each payment request.

Partner responsible for providing supporting documentation which directly supports NRCS review with respect to approved SA payment methods or NRCS shall reject payment requests. Returned request will not be eligible for payment until such time as partner satisfies this requirement.

NRCS will make payment to the recipient on a reimbursable or advance basis no more than once per quarter, unless more frequent payments are requested by partner and approved by NRCS.

Partners may request advance payments of up to 100 percent of any (or all) deliverables scheduled for delivery within the forthcoming two month period, based on demonstrated past ability to comply with agency payment processes, ability to provide similar deliverables in a timely fashion, or other criteria as determined necessary and appropriate by NRCS. If work for which advanced payment is made is not completed within the 60-day period beginning on the date of receipt of the funds, the funds shall be returned within a reasonable timeframe as determined by NRCS. Failure to return funds within a reasonable timeframe will result in the partner being in violation of the terms of the supplemental agreement, and the supplemental agreement may be terminated.

This agreement is a supplemental programmatic agreement related to and RCPP project agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, Prompt Payment Act, and is governed by the terms set forth herein.

RCPP Supplemental Agreement, Type I, Attachment 3 Confidentiality

Overview: Confidentiality Agreement Requirements

Information collected to implement RCPP projects may be subject to privacy and confidentiality limitations as described in Supplemental Agreement and in this Attachment.

In order to meet program objectives, RCPP projects include information sharing between the partner and NRCS, including confidential or private producer information as outlined in section D1 below (and defined in section D2). For a partner to access confidential producer information, NRCS must determine that the information will not be subsequently disclosed. For that reason, RCPP partnership agreements **must include either:**

- 1) **completed Section D1 and an executed confidentiality Agreement (see section D2) or**
- 2) **a completed confidentiality waiver (see section D3).**

If (and only if) a prospective partner **cannot** agree to protect confidential information from disclosure as provided in in the template in Section D2, national approval for a variance (based on minor changes to D2 templated language and national review process) or a waiver may be requested (based on criteria in section D3). Use of privacy agreement template in D2 (with no changes, vs. requesting a variance or waiver) is recommended.

Background/Addendum to PPA Part IV B:

1. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
2. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
3. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
4. Lead Partner may not require employees, contractors, or subrecipients (including but not limited to other partners) seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
5. Lead Partner must notify employees, contractors, or subrecipients (including but not limited to other partners) that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (4) are no longer in effect.
6. The prohibition in paragraph (4) of this provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

Privacy and Confidentiality, Attachment D Sections

- D1 Information Sharing in this Project
- D2 Section 1619 Agreement
- D3 NRCS Determination to Proceed in Absence of 1619 Agreement

Note: As you selected either the standard or variance agreement for the confidentiality agreement type in the portal, only sections D1 and D2 are included below. If either the partner or State POC make any changes to the language in D1 or D2 (other than unselecting specific items to share) you must obtain approval from NHQ prior to obtaining signatures on this agreement.

D1. Information Sharing in this Project:

Typical information sharing needs associated with RCPP projects are outlined below including but not limited to project deliverables, outcomes and reporting responsibilities documented in the programmatic agreement and associated attachments.

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

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

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

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

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

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

NRCS shall provide the following information to support this project:

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

Additionally, where supported by executed 1619 Agreement(s) from the Partner(s) and/or voluntarily executed written producer release(s) from affected producer(s), NRCS may (at Agency discretion) provide protected information, including those items listed below, to a partner. Information shared under this provision shall be limited to items needed to support the project:

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

D2. Section 1619 Agreement

I. Purpose

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

II. Description of Assistance to be provided under USDA program

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

III. Description of Information Required to Provide Assistance

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

IV. Use of the Protected Information

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

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

- a. USDA is prohibited from releasing protected information by Sec. 1619, unless permitted to disclose as provided in subparagraphs (b)(3) and (4). Specifically, subparagraph (b)(3)(A) describes the circumstances under which the disclosure of protected information is permitted to a person or agency working in cooperation with the USDA. Compliance with the terms of this MOU supports the determination that the cooperating entity meets the requirements of this statute. If applicable, it has also been determined that release of this information is authorized as a routine use under the applicable agency System of Records Notice.

VI. System of Records Routine Use

- a. If the information is maintained in a system of records as defined under the Privacy Act, it may only be shared as provided in 5 U.S.C. 552a(b). Typically, this requires that the information be covered by a routine use described in the applicable System of Records Notice (SORN) for the system of records. NRCS

maintains producer records in Landowner, Operator, Producer, Cooperator, or Participant Files in field offices and various software platforms (including but not limited to Conservation Desktop, Protracts, and the National Easement Staging Tool (NEST)); these records may be shared per terms of this Part as required to support RCPP project implementation.

VII. Responsibilities

a. The agency agrees to:

1. Provide the protected data that has been approved for disclosure under Part D2 and the associated agreement, as described above, or authorize the collection of such information directly from the producer or owner of agricultural land; and

2. Deliver protected data to the cooperating entity in a timely and efficient manner.

b. The cooperating entity agrees:

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

A. not covered by this agreement; and

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

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

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

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

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

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

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

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

D. The cooperating entity acknowledges the following binding restrictions:

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

2. Unauthorized use/unauthorized disclosure of the protected data may be a violation of applicable Federal statutes. The cooperating entity may be held contractually, administratively, civilly, and/or criminally liable if the cooperating entity discloses the protected data in violation of the applicable Federal statutes.
3. The provisions in Sec. 1619 are continuing obligations. Even when *Lead Partner* is no longer a cooperating entity, (whether through expiration or termination of the agreement) or when individuals currently affiliated with the cooperating entity leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Sec. 1619.
4. Protected information provided under this agreement cannot be released under any state law or at the order of any state official or court, including under the state's "sunshine law," "open records act," and/or version of the Freedom of Information Act. If at the time of this MOU, or at any subsequent time, any state law is interpreted to be inconsistent with this requirement, or any state official orders the release of protected information under this MOU, the cooperating entity will immediately notify the agency.

VIII. Amendments

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

IX. Termination and Expiration

a. Effective Period

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

b. This Agreement may be terminated:

1. Immediately by the agency if:

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

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

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

If this agreement (or the PPA to which it is attached) is terminated, potential impacts to RCPP project will be evaluated and NRCS will work collaborative with Lead Partner to maintain viability of this the partnership agreement to which Part D2 is attached, guided by RCPP policy and terms of Part D as a whole.

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

Signature of the cooperating entity and the Date Signed



e-Signed by Oona Heacock
For, if applicable:
On 01-17-25

01-17-25

Name, Title

Oona Heacock

Date

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

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



e-Signed by Carlos Suarez
For, if applicable:
On 01-17-25

01-17-25

Name, Title

Carlos Suarez

Date

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

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

Name, Title

Date

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

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

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

(b) **LIMITATION ON DISCLOSURES.**—

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

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

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

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

(3) **AUTHORIZED DISCLOSURES.**—

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

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

(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

RCPP Supplemental Agreement, Type I, Attachment 4 General Terms and Conditions

I. APPLICABLE REGULATIONS

A. The regulations in 7 CFR Part 1464 and are incorporated by reference. In the event of a conflict between these regulations and the terms of this attachment, the provisions of the regulations will prevail.

B. Allowable project costs will be determined in accordance with the authorizing statute and regulation the purpose(s) of the RCPP project which this supplemental agreement supports, the purposes of this supplemental agreement award

C. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management"

(2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"

(3) 2 CFR Part 175, "Award Term for Trafficking in Persons"

(4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Non-procurement)"

(5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" ("

(6) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

(7) 2 CFR Part 417, "Non-procurement Debarment and Suspension"

(8) 2 CFR Part 418, "New Restrictions on Lobbying"

(9) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

(10) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

(11) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

(12) If work performed under this agreement relates to the alteration, or repair (including painting and decorating) of public buildings or public works (e.g. financial assistance related to the RCPP Watershed funding tied to such purposes), Partner responsible for full compliance with the Davis-Bacon and Related Acts.

II. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

III. FINANCIAL AND PERFORMANCE REPORTING

Recipients must submit progress reports as required by NRCS to support NRCS ability to monitor award. Failure to submit reports as required may result in suspension or termination of award.

The recipient must submit final report(s) no later than 90 days after the period of performance end date. NRCS will withhold payments under this award if the recipient is delinquent in submitting required reports.

IV. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements consistent with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

V. SPECIAL PROVISIONS

The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

Employees of the NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making.

Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the

United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences.

The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with NRCS clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to the NRCS contact(s) identified in the RCPP portal.

USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under Regional Conservation Partnership Program Supplemental Agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or

on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

VI. CONTRIBUTIONS/ COST-SHARING/ MATCH REQUIREMENTS

a. RCPP projects all have “contribution” requirements; some supplemental agreements also have “match” or “cost sharing” requirements. If this Supplemental Agreement has specific match requirements (see SA), the match from other projects may not be counted toward meeting the specific match requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable (non-RCPP/donor) program authorizing statute.

b. Cost share must be documented on each budget and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—

1. Immediately notify the NRCS administrative contact of the situation.
2. Specify the steps it plans to take to secure replacement cost sharing.
3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient’s plans are not acceptable to the NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify NRCS in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by NRCS. If the recipient’s cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost- share contributions.

VII. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed

under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported.

VII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by the NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to the NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

VIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

IX. MISREPRESENTATION AND SCHEME OR DEVICE

A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The participant must refund to NRCS all payments received plus interest. In addition, NRCS may terminate the participant's interest in all agreements. The provisions of this paragraph of the attachment shall be applicable in addition to any other criminal and civil fraud statutes.

X. APPEAL RIGHTS

Lead partners and nonlead partners under partnership or supplemental agreements.

(1) A lead partner or nonlead partner may obtain a review of any administrative determination concerning eligibility as a partner under the program or eligibility for financial assistance payments under an agreement that obligated financial assistance funds utilizing the administrative appeal regulations provided in 7 CFR parts 11 and 614.

(2) NRCS provision of technical assistance funds under a partnership agreement or supplemental agreement are not subject to administrative review as the provision of such funds are to assist NRCS with its implementation of the program consistent with 16 U.S.C. 3842 and are not program payments or benefits to a lead partner or nonlead partner.

XI. 2 CFR 200 EXCEPTION

Consistent with authorities included in the Supplemental Agreement or herein, as well as provisions of 2 CFR 200.102, Exceptions, this supplemental agreement is subject to audit provisions of 2 CFR 200 and those provisions of 2 CFR 200 referenced herein. Where supplemental agreement language conflicts with 2 CFR 200, the terms of this agreement and the RCPP program authorities shall prevail.

RCPP Supplemental Agreement, Type I, Attachment 5 Practices and Specifications

I. RCPP TECHNICAL ASSISTANCE (TA) ACTIVITIES

TA tasks are informed by the Announcement of Program Funding (APF) which defines contracting terms and eligibility and guides agency SA awards.

RCPP TA Implementation (TA-I) and TA Enhancement (TA-E) deliverables are contracted and reported by TA practice/activity type, including the following:

Enhancement Activity Types:

RTEEx-001	TA Enhancement Payment for Project Management
RTEEx-002	TA Enhancement Payment for Communications and Coordination
RTEEx-003	TA Enhancement Payment for Outreach and Education
RTEEx-004	TA Enhancement Payment for Outcome Assessment
RTEEx-005	TA Enhancement Payment for Conservation Innovation
RTEEx-006	TA Enhancement Payment for Other Eligible Purposes

Implementation Activity Types:

RTIx-001	TA Implementation Payment Pre-Application Activity
RTIx-002	TA Implementation Payment Planning on FA Applications or Contracts
RTIx-003	TA Implementation Payment Design on FA Applications or Contracts
RTIx-004	TA Implementation Payment Installation (TA) on FA Applications or Contracts
RTIx-005	TA Implementation Payment Checkout on FA Applications or Contracts
RTIx-006	TA Implementation Payment Atypical Post-Application (TA) Services
RTIx-007	TA Implementation Payment Eligible 3rd Party (TA) Contract Management

II. RCPP TA PAYMENT Scenarios/Components

The “x” shown in RCPP activity numbering convention above denotes the basis for each activity’s payment scenarios: “P” activities are tied to negotiated supplemental agreement items; “N” activities to established NRCS scenario TA scenarios.

NRCS will implement controls on available scenarios via agency software in both negotiated and scenario-based contracting.

NRCS retains authority for ensuring that negotiated TA E and TA I tasks are categorized into the most applicable TA practice, scenario, and (as applicable) Budget Object Code category. Incorrectly categorized expenses, or components under them, may delay evolution of technical adequacy (a prerequisite for payment eligibility), and thus payment processing or eligibility.

III. FINANCIAL ASSISTANCE PAYMENTS FOR EASEMENT RELATED DUE DILIGENCE TASKS

RCPP FA due diligence tasks are contracted and reported based on agency “LTA” practices as negotiated in the RCPP portal. Available LTA practices are generally limited to those required of NRCS to fulfil its responsibilities under related covered programs, such that the type of

easement being acquired (US Held vs. Entity Held) shall limit LTA services eligible for potential inclusion in an FA for due diligence award as determined by NRCS. General availability is as follows:

US Held Easements

LTAPTS	Acquisition Process – Title Search
LTAPERS	Acquisition Process – Environmental Database Records Search
LTAPERSU	Acquisition Process – Environmental Database Records Search Update
LTAPFP1	Acquisition Process – Full Phase I
LTAPA	Acquisition Process – Appraisal
LTAPAU	Acquisition Process – Appraisal Update
LTAPTR1	Acquisition Process – Appraisal Technical Review First Review
LTAPTR2	Acquisition Process – Appraisal Technical Review Second Review
LTAPBS	Acquisition Process – Boundary Survey
LTAPCS	Acquisition Process – Closing Services

Entity Held Easements

LTAPERS	Acquisition Process – Environmental Database Records Search
LTAPERSU	Acquisition Process – Environmental Database Records Search Update
LTAPTR1	Acquisition Process – Appraisal Technical Review First Review
LTAPTR2	Acquisition Process – Appraisal Technical Review Second Review

Negotiated payment scenarios for each LTA practice shall be determined by NRCS.

Technical requirements for these activities shall be determined by NHQ at the national office level and are specified in supplement(s) to this Attachment.

All personnel will have appropriate technical qualifications to plan practices to NRCS Standards and Specifications. Planning will follow the National Planning and Procedures Handbook (NPPH). Outcomes will be evaluated on the assessments provided, the data collected and the results. Data collection will consist of:

Structures within the treatment Influence zone:

- Outcome Deliverable Data Collected: Count built infrastructure (structures within 1000' of treatment zones) within project footprint as part of the baseline conditions assessment at the start of the project. Count built infrastructures (structures within 1000' of treatment zones) during site visit to verify project completion. This will be done for a subset of projects.

Change in flame length due to treatment:

- Outcome Deliverable Data Collected: Use standard fire behavior fuel models (Scott and Burgan, 2005) to identify historical flame length in region, using considerations of topography, vegetation, and fuels types as part of baseline assessment upon start of project. As part of the site visit to verify project completion, run fire behavior models again including FLAMMAP to estimate changes in modeled fire behavior as a result of implemented projects and removed vegetation.

Tons per acre of fuel reduction on implemented sites:

- Outcome Deliverable Data Collected: Baseline fuel conditions will be established using 1) available GIS maps of fuel and forest types across the project area, 2) landscape photos of site conditions taken during pre and post-project, and 3) expert opinion of Technical Assistance providers in determining a project's fuel loads. TA providers will bring maps of likely fuel types into the field with them, and use visual assessment tools to confirm pre-project fuel type, or suggest a different baseline fuel model. They will also use these tools to assess post-treatment conditions, and determine if there was a change in fuel type, or loading. Data collected will be:
 - o Measured fuel bed depth (= average depth of live and dead standing vegetation and leaf litter)
 - o Measured canopy base height
- Notes on activity fuels (chips, logs) and their arrangement (jack pots, strewn chips, etc).

Technical qualifications of staff are attached.

RCPP Capability and capacity to perform technical assistance deliverable

Partner		Staff				Qualifications		Project Responsibilities		Labor Rate	
Name	Type	Name	Classification	Years of Experience	Education	Certifications	Staff	Qualifications	Project Responsibilities	% FTE on RCPP	Labor Rate
Napa County Resource Conservation District	CD - Conservation District	Alex Wilbanks	Forestry Project Manager	5	BS Wildlife Ecology and Conservation, University of Nevada Reno.	CA Fire Certified Cultural Resources Surveyor (In Progress)	- 3 years vegetation management including invasive species management, forest management, and grazing plan development - 1 year NRCSS conservation planning, rangeland management, and grazing plan development - 2 years project planning and management - 3 years experience using ArcGIS to develop maps and geodatabases	Technical Assistance Implementation and Enhancement activities, especially: (1) Outreach and Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Providing information or tools needed by NRCS to support Agency ranking; and (6) Technical assistance to producers for planning directly related to installation or management of eligible conservation activities.	15%	\$75,20	
Napa County Resource Conservation District	CD - Conservation District	Bill Birmingham	Conservation Program Manager	23	BS Natural Resource Planning & Interpretation, Humboldt State University.	Certified Professional in Erosion & Sediment Control (CPESC# 7599)	- 7 years experience working as a wildlife firefighter for various agencies within the Federal Government. As a wildlife firefighter Bill worked on wildland fires, Type 1 habitat crew, and as a Smokejumper. - 18 years experience assessing and implementing road storm-proofing projects for unpaved roads. - 10 years experience managing and implementing trail systems for recreation, education, communications, implementation oversight and monitoring, reporting project outcomes, budgeting and financial management, and environmental compliance. - 5 years experience inspecting riparian systems for implementation of erosion control and riparian habitat management projects. Experience developing conservation farm plans for vineyards. - Experience with ArcGIS to develop maps and geospatial data collection.	Technical Assistance Implementation and Enhancement activities, especially: (1) Outreach and Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Providing information or tools needed by NRCS to support Agency ranking; and (6) Technical assistance to producers for planning directly related to installation or management of eligible conservation activities.	15%	\$104,66	
Napa County Resource Conservation District	CD - Conservation District	Monique Byro	Community Engagement Project Manager	6	BA English & Mass Communications, University of Florida.	Certified Interpretive Guide	- 6 years experience outreach and education: coordinating community volunteer and educational programs - 7 years experience creating and implementing marketing and communication strategies for federal agencies, nonprofit organizations, and private businesses. - 6 years experience outreach and education: coordinating community volunteer and educational programs	Technical Assistance Enhancement activities, especially: (1) Project management and partnership development to accomplish project goals; and (2) Communications activities.	2%	\$76,09	
Napa County Resource Conservation District	CD - Conservation District	Ashley Krakak	Community Engagement Project Manager	11	MA Environmental Education & Nonprofit Administration, Western Washington University.	Certified Interpretive Guide, Certified Interpretive Host	- 10 years experience creating and implementing marketing and communication strategies for volunteers, land managers, and landowners. - 11 years experience speaking to groups about natural resources conservation programs. - 11 years experience creating print and digital communications materials for natural resource programs. - 18 years of experience managing collaborative projects, including supervision of staff, managing project budgets, deliverables and deadlines - 10 years experience managing and implementing trail systems for recreation, education, communications, implementation oversight and monitoring, reporting project outcomes, budgeting and financial management, and environmental compliance. - Experience with education and outreach.	Technical Assistance Enhancement activities, especially: (1) Project management and partnership development to accomplish project goals; and (2) Communications activities.	2%	\$70,09	
Napa County Resource Conservation District	CD - Conservation District	Alison Bloom	Program Manager	18	PhD Social Psychology, Tulane University, BA Psychology, University of California Santa Barbara.		- 7 years experience managing nonprofit and public agency organizations focused on natural resources management including supervision of staff, managing internal business operations, collaborating on many aspects of program planning and implementation, and outreach and education. - 15 years experience with biology and natural resource project development and management, including managing agriculture and natural resource research and planning. - Experience consulting agriculture and natural resource research and planning.	Technical Assistance Implementation and Enhancement activities, especially: (1) Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Other non-inherently governmental FA contract support services.	5%	\$90,75	
Napa County Resource Conservation District	CD - Conservation District	Lucas Patzek	Executive Director	15	PND Crop Science, Washington State University, BS Biology, University of California at Santa Cruz.		- 7 years experience managing nonprofit and public agency organizations focused on natural resources management including supervision of staff, managing internal business operations, collaborating on many aspects of program planning and implementation, and outreach and education. - 15 years experience with biology and natural resource project development and management, including managing agriculture and natural resource research and planning.	Technical Assistance Implementation and Enhancement activities, especially: (1) Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Other non-inherently governmental FA contract support services.	5%	\$106,01	
Yolo County Resource Conservation District	CD - Conservation District	Heather Nichols	Executive Director	17	MA Sustainable Landscape Planning and Design, Conway School, BS Sustainable Systems of Plants, Soils and Soils, Portland State University.		- 15 years experience managing collaborative projects, including supervision of staff, managing project budgets, deliverables and deadlines - 10 years experience managing and implementing trail systems for recreation, education, communications, implementation oversight and monitoring, reporting project outcomes, budgeting and financial management, and environmental compliance. - Experience with education and outreach.	Technical Assistance Implementation and Enhancement activities, especially: (1) Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Other non-inherently governmental FA contract support services.	10%	\$90,00	
Yolo County Resource Conservation District	CD - Conservation District	Tanya Meyer	Program Manager	20	MS Community and Regional Development, UC Davis; BS Community and Regional Development, UC Davis	Qualified Applicator's License	- 17 years experience managing collaborative projects, including supervision of staff, managing project budgets, deliverables and deadlines - 10 years experience managing and implementing trail systems for recreation, education, communications, implementation oversight and monitoring, reporting project outcomes, budgeting and financial management, and environmental compliance. - Experience with education and outreach.	Technical Assistance Implementation and Enhancement activities, especially: (1) Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Other non-inherently governmental FA contract support services.	10%	\$90,00	
Yolo County Resource Conservation District	CD - Conservation District	Alli Pernmann	Project Manager	5	BS Environmental Science and Management, UC Davis		- 3 years experience with wildfire resilience project planning and environmental compliance - Experience with community outreach and education, coordinating community volunteer and educational field days, educational resource development	Technical Assistance Implementation and Enhancement activities, especially: (1) Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Other non-inherently governmental FA contract support services.	80%	\$85,00	
Yolo County Resource Conservation District	CD - Conservation District	Amy Williams	Project Manager	10	MA Geography, UC Davis; BS Biology, Texas Wesleyan University	Qualified Applicator's License, Certified Ecological Restoration Practitioner (in progress)	- 5 years experience in design and implementation of natural resource habitat enhancement projects - 7 years experience with ArcGIS for geospatial data collection, analysis, and mapping - 5 years experience outreach and education: coordinating community volunteer and educational field days, educational resource development	Technical Assistance Implementation and Enhancement activities, especially: (1) Outreach and Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Providing information or tools needed by NRCS to support Agency ranking; and (6) Technical assistance to producers for planning directly related to installation or management of eligible conservation activities.	10.2%	\$85,00	
Yolo County Resource Conservation District	CD - Conservation District	Bailey Adams	Project Manager	5	BS Environmental Science and Management, UC Davis	Firefighter Type II Certification	- 5 years experience in design and implementation of natural resource habitat enhancement projects - 5 years experience with ArcGIS for geospatial data collection, analysis, and mapping - 1 year experience with project planning and implementation - Experience with outreach and education.	Technical Assistance Implementation and Enhancement activities, especially: (1) Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Other non-inherently governmental FA contract support services.			
Solano RCD	CD - Conservation District	Christopher Rose	Executive Director	8	BS Public Science, Environmental Studies and Natural Resources	Qualifier Applicator's License	- 26 years planning, implementing and maintaining habitat restoration projects and BMPs on private and public lands. - 22 year experience with place-based education focused on restoration and watershed education - 10 years experience with project planning and implementation - Experience with outreach and education.	Technical Assistance Implementation and Enhancement activities, especially: (1) Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Other non-inherently governmental FA contract support services.		\$113,10	
Solano RCD	CD - Conservation District	Karin Young	Project Manager	8	BS Wildlife, Fish & Conservation Biology, UC Davis		- 8 years project planning & management in education & community program delivery, coordination - 3 years wildfire resilience project development & management	Technical Assistance Implementation and Enhancement activities, especially: (1) Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Other non-inherently governmental FA contract support services.	11.7%	\$57,62	
Solano RCD	CD - Conservation District	Amy King	Project Manager	18	MS Ecology, UC Davis		- 21 years of experience in environmental permitting, climate change research, and conservation planning. - 15 years experience with project management and project installation and management. - 15 years experience with project installation and management with ruidouses and crews	Technical Assistance Implementation and Enhancement activities, especially: (1) Environmental monitoring to support partner responsibility to track and report on project outcomes; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Other non-inherently governmental FA contract support services.	7.50%	\$73,69	

RCPP Capability and capacity to perform technical assistance deliverable

Partner		Staff				Qualifications		Project Responsibilities		% FTE on RCPP		Labor Rate	
Name	Type	Name	Classification	Years of Experience	Education	Certifications	Staff Qualifications	Project Responsibilities	% FTE on RCPP	Labor Rate			
Conservation Works	Lead Partner	Oona Heacock	Executive Director	20	BS Geology, Sonoma State University BS Management, Sonoma State University	<ul style="list-style-type: none"> 11 years experience managing community outreach, public relations and conservation 10 years grant writing and administration for federal and state contracts, ensuring compliance and financial accuracy 10 years experience in budgets and strategic planning and nonprofit operations 1 year working with public, private and nonprofit sectors to develop and lead multi-partner collaborative and region wide conservation solutions 10 years experience outreach and community engagement, collaborating with both public and private landowners and agencies 8 years budget management experience 5 years grant writing, implementation experience 	<ul style="list-style-type: none"> Enhancement activities, especially: (1) Communications activities; (2) Other non-heretery governmental FA contract support services. 	5%	\$70,20				
Conservation Works	Lead Partner	Sarah Keiser	Senior Grant Manager	10	BS Biochemistry, Bellet College	<ul style="list-style-type: none"> 10 years experience managing Colusa County RCD including supervision of staff, revenue management and grant writing 7 years' experience in Agribusiness and Farm Management of approximately 10,000 acres of orchard crops in the Sacramento Valley including 1 year experience as Interim Director of Food Safety and Government Compliance and 5 years experience as the Assistant Agronomist tasks 4 years' experience as RCD Conservation Technician Current: State Stewardship Forester for CDFCAL FIRE 7 years' experience as the USDA Natural Resources Conservation Service (NRCS) State Forester for the Ukiah Field Office and Colusa Field Office. 9 years' experience working with CDFA, Forest Stewardship Associates (his private business) which specialized in forestry issues in the rural-urban interface, forest certification, and private and community forest management. 3 years' experience in RSC Forest Certification using national and international forestry standards Previously has served as a district director for Santa Cruz RCD and Mendocino RCD. He is a life-time member of the CARCD forestry committee. 	<ul style="list-style-type: none"> Enhancement activities, especially: (1) Develop and manage RCPP agreements with NRCS; (2) Communications activities; (3) Project management and partnership development to accomplish project goals; (4) Other non-heretery governmental FA contract support services. 	55%	\$62,00				
Colusa County Resource Conservation District	CD - Conservation District	Elizabeth Harper	Executive Director	2	BA Human Development and Family Studies, Seattle Pacific University	<ul style="list-style-type: none"> Certified Crop Advisor, Qualified Applicator's License 	<ul style="list-style-type: none"> Technical Assistance Implementation and Enhancement activities, especially: (1) Environmental monitoring and reporting; (2) Development and calculation of quantifiable project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; and (5) Other non-heretery governmental FA contract support services. 	7%	\$41,81				
Colusa County Resource Conservation District	CD - Conservation District	Steven Smith	Registered Professional Forester	40	BS: Forestry, Salla emphasis, University of California, Berkeley	<ul style="list-style-type: none"> Registered Professional Forester. 	<ul style="list-style-type: none"> Steven Smith will continue to conduct RFP services to landowners within the Upper Little Story Watershed Restoration Project and act in an advisory capacity for this program implementation in Colusa County. 	10%	\$50,00				
Mendocino County Resource Conservation District	CD - Conservation District	Stephane Sierra	Executive Director			<ul style="list-style-type: none"> Project Management Certification 	<ul style="list-style-type: none"> Oversee all program deliverables for Mendocino County, and fiscal oversight, Administrative support for modeling and reporting. 	5%	\$ 120,00				
Mendocino County Resource Conservation District	CD - Conservation District	Doug Turk	Forestry Program Manager	Many	MS Forest Ecosystems & Society, Oregon State University, BS Finance, San Diego State University	<ul style="list-style-type: none"> 10 years experience in corporate finance and accounting; 5 years experience writing forest management and harvest plans. 10 years experience in business process design/optimization, six sigma analysis, systems integration, and implementation 20 years experience in project and program management. 5 years experience in climate systems analysis, fire and climate refugia, forest health management, wildfire risk reduction strategies, vegetation management, CEQA analysis, and vendor management. 	<ul style="list-style-type: none"> Coordinate landowner outreach and education, assist with project and materials development, online workshops and other social media development and presentation 	30%	\$55,00				
Mendocino County Resource Conservation District	NP - Not for Profit	Linda MacEwee	Watershed Coordinator	15	BA Univ of Arizona	<ul style="list-style-type: none"> Permaculture design certificate. Holistic Management Whole Farm Planner, Native Plant Specialist 	<ul style="list-style-type: none"> Coordinate landowner outreach and education, assist with project and materials development, online workshops and other social media development and presentation 	30%	\$55,00				
Mendocino County Resource Conservation District	NP - Not for Profit	Scott Craby	Executive Director	1	BA Golden Gate Univ	<ul style="list-style-type: none"> Project Management certification 	<ul style="list-style-type: none"> Oversee all program deliverables for Mendocino County, and fiscal oversight, Administrative support for modeling and reporting. 	5%	\$ 120,00				
Clear Lake Watershed Research Center (CLERC)	NP - Not for Profit	Will Evans	Executive Director	14	MPA, Georgia State University; BS Environmental Studies, Georgia State University	<ul style="list-style-type: none"> 14 years public sector planning and project management experience 5 years supervisory experience at public and non-profit organizations 14 years of GIS/mapping experience 	<ul style="list-style-type: none"> Coordinate landowner outreach and education, assist with project and materials development, online workshops and other social media development and presentation 	20%	\$85,00				
Clear Lake Watershed Research Center (CLERC)	NP - Not for Profit	Cecily Rutten	Senior Program Manager	25	MS Viticulture University of California, Davis; BS Mechanical Engineering, M.S., University of Reading, England; Technology of Susssex, England; Biology, BS Principia College	<ul style="list-style-type: none"> Agricultural Pest Control Advisor Soil Scientist and Applicator's License (OAL) 15 years of public sector and nonprofit services 3 years experience with Forest Health Grant Program and Forest Management Planning 	<ul style="list-style-type: none"> Coordinate landowner outreach and education, assist with project and materials development, online workshops and other social media development and presentation 	80%	\$75,00				
Mendocino County Resource Conservation District	CD - Conservation District	Adam Coleman	Project Manager	15		<ul style="list-style-type: none"> 7 years experience in timber and urban forestry environment leading forest inventory, wildlife, and research 7 years experience in agricultural research conducting soil/fertilizer/pesticide/variety trials, 3 years experience with ArcGIS to develop maps, geospatial data collection, and data analysis 3 years grant writing, implementation experience. 	<ul style="list-style-type: none"> Technical Assistance Implementation and Enhancement activities, especially: (1) outreach and education, including inventories, analyses, and tools needed to inform outreach; (2) Environmental monitoring to support partner responsibility to track and report on project outcomes; (3) Project management and partnership development to accomplish project goals; (4) Communications activities; (5) Project management and partnership development to accomplish project goals; (6) Inventories and data to support Environmental Evaluations; (7) Technical assistance to producers for planning directly related to installation or management of eligible conservation activities. 	30%	\$95,00				
Mendocino County Resource Conservation District	CD - Conservation District	Neel Fenniker	Project Manager	4	BS Conservation and Restoration Forestry, University of California, Berkeley	<ul style="list-style-type: none"> Qualified Applicator's Certificate OHA 30 Certified NRCS Certified Conservation Planner (in progress) 	<ul style="list-style-type: none"> Technical Assistance Implementation and Enhancement activities, especially: (1) outreach and Environmental monitoring to support partner responsibility to track and report on project outcomes; (3) Development and calculation of quantifiable project outcomes; (4) Development of innovative conservation approaches; (5) Project management and partnership development to accomplish project goals; (6) Inventories and data to support Environmental Evaluations; (7) Technical assistance to producers for planning directly related to installation or management of eligible conservation activities. 	30%	\$95,00				
Lake County Resource Conservation Department	CD - Conservation District	Noah Cornell	Soil and Water Specialist	8	BA Geography/Environmental Science, Bard College at Simon's Rock	<ul style="list-style-type: none"> Qualified Applicator's Certificate OHA 30 Certified NRCS Certified Conservation Planner (in progress) 	<ul style="list-style-type: none"> Technical Assistance Implementation and Enhancement activities, especially: (1) outreach and Environmental monitoring to support partner responsibility to track and report on project outcomes; (3) Development and calculation of quantifiable project outcomes; (4) Development of innovative conservation approaches; (5) Project management and partnership development to accomplish project goals; (6) Inventories and data to support Environmental Evaluations; (7) Technical assistance to producers for planning directly related to installation or management of eligible conservation activities. 	50%	\$55,00				



March 13, 2025

RESOLUTION NO. 2025-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAPA COUNTY RESOURCE
CONSERVATION DISTRICT REQUESTING THE NAPA COUNTY BOARD OF
SUPERVISORS APPOINT DIRECTORS TO THE GOVERNING BOARD IN LIEU OF
ELECTION TO FILL FOUR EXPIRING TERMS**

WHEREAS, the Napa County Resource Conservation District (“District”) is an independent special district governed by a Board of Directors, with Directors serving specific four-year terms; and

WHEREAS, the terms of four current Directors—Paul Asmuth, Rainer Hoenicke, Bill Pramuk, and Karen Turjanis—expired at noon on Wednesday, November 27, 2024; however, each continues to hold office until a successor is appointed; and

WHEREAS, the District lacks sufficient funds to conduct a public election and, pursuant to Public Resources Code sections 9314 and 9316, requests that the Napa County Board of Supervisors appoint four individuals to serve as Directors in lieu of an election; and

WHEREAS, the Napa County Executive Office, on behalf of the Napa County Board of Supervisors, initiated the application process for the four vacancies, with the District posting a public notice on December 23, 2024, outlining eligibility requirements and application procedures; and

WHEREAS, in accordance with Public Resources Code section 9314, the Napa County Executive Office consulted with the Solano County Board of Supervisors regarding the vacancies, as a small portion of the District lies within Solano County, and received no response; and

WHEREAS, the application period closed on January 17, 2025, with applications received from the following eight eligible individuals, all of whom meet the necessary qualifications and have no conflicts of interest:

1. Karen Turjanis – reappointment
2. Bill Pramuk – reappointment
3. Rainer Hoenicke – reappointment
4. Paul Asmuth – reappointment
5. Jim Lincoln – reappointment
6. Jennifer Putnam – appointment



- 7. Allison Day – appointment
8. Patrick Gorman – appointment

WHEREAS, during a regularly scheduled District Board Meeting on February 13, 2025, an ad hoc committee was created with the purpose of reviewing and recommending four appointments for the four vacancies to the District Board and presents Karen Turjanis, Paul Asmuth, Jennifer Putnam, and Allison Day to be considered for recommendation by the District Board; and

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

- 1. The Board of Directors formally requests that the Napa County Board of Supervisors appoint, in lieu of a public election as authorized by Public Resources Code sections 9314 and 9316, four individuals to serve as Directors of the District for a four-year term.
2. The Board of Directors recommends the following individuals for appointment:
3. This Resolution replaces and supersedes Resolution No. 2024-05 on the same matter.

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 13th day of March 2025, by the following vote:

Form with sections for AYES, NOES, ABSENT, ABSTAIN, and SIGNED. Includes a signature line for BRUCE BARGE, President Board of Directors.



Napa County Resource Conservation District

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

(707) 690-3110, NapaRCD.org



A Tradition of Stewardship
A Commitment to Service
January 10, 2025

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

Paul Asmuth

[Redacted]
Saint Helena, CA 94574
[Redacted]

Re: Napa County Resource Conservation District

Dear Mr. Asmuth:

You have been a valued member of the **Napa County Resource Conservation District (RCD)**. The term of your position expires on November 27, 2024. If you wish to request reappointment for another 4-Year term, please check the following box:

Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Resource Conservation District** for the term commencing immediately and expiring November 30, 2028.

=====

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application.

I confirm that all the information on my last application is current.

Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

<https://www.countyofnapa.org/1420/Committees-Commissions>

After checking the appropriate boxes, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

SIGNATURE

DATE

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

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

Which Boards would you like to apply for?

Napa County Resource Conservation District Board of Directors: Submitted

Category of Membership for Which You Are Applying

Board of Directors

Profile

Paul _____ A _____ Asmuth _____
First Name Middle Initial Last Name

_____ _____
Email Address

_____ _____
Home Address Suite or Apt

Saint Helena _____ CA _____ 94574
City State Postal Code

Which supervisorial district do you reside in? *

District 3

To find your supervisorial district go to <https://www.countyofnapa.org/1334/About-the-Board>, click on "Look Up My District" and enter your address.

Question applies to Napa County Resource Conservation District Board of Directors

Are you a registered voter in the State of California?

Yes No

Primary Phone

The Napa Valley Reserve

Employer

General Manager

Job Title

hospitality, and
forest/landscape
management

Occupation

Education/Experience

Master of Science - Forestry - Mississippi State University Dec 2023 Master of Science - Taxation - Golden Gate University Bachelor of Science - Accounting - Arizona State University Associate of Arts - Biology - Saddleback Community College

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

Marilyn Asmuth - Executive Advisor

Resume

[Asmuth_Brief_Resume_Napa_RCD.docx](#)

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

Certified California Naturalist, 2016 California Certified Public Accountant - Inactive

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

S [redacted] no [redacted] B [redacted]
[redacted] Pet [redacted] - [redacted]

Community Participation

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

Based on my experience working with the Napa RCD, both in the Napa Valley Community Forest and Land Trust Napa Valley, I have great respect for the operating team and the RCD missions. Conserving, protecting, and restoring our resources for the future is what I feel that I'm called to do. To better prepare myself for helping with these goals, I started a graduate forestry degree program through Mississippi State University online. My educational focus has been on community forests, coast redwood propagation, crown fire prevention in coast redwood forests, ecological silviculture, non-timber market values of a forest, and ecological services of a forest. My thesis will be on community forests and their benefits in the United States. My experience in non-profit organizations, business management, and ongoing forestry work will be a beneficial addition to the RCD board of directors.

Nature of activity and community location

Napa Valley Community Forest, Saint Helena, was founded in 2010. This forest is primarily planted with coast redwood trees on land owned by the City of St. Helena at their wastewater treatment plant (WWTP). Trees are irrigated with effluent from the WWTP on land located too close to vineyards for overhead spray dispersal. The project currently covers approximately 15 acres with 500 redwoods that are 10 years old, 2,000 redwood seedlings recently planted, 30+ newly planted acorns and sprouted oaks, and two to three acres of planned valley oaks. Napa RCD has been instructive and helpful in organizing volunteers, planting materials, and staff support. The primary goals of the community forest are forest habitat restoration through reforestation, carbon sequestration, soil erosion reduction, introducing plant/tree diversity, and future health and recreation benefits.

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

None

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

Yes No

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

Yes No

Please Agree with the Following Statement

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

I Agree

Electronic Signature (First M. Last)

Paul A. Asmuth

Date

1/17/2025

Paul Andrew Asmuth

██████████
Saint Helena, CA 94574
██

Professional Experience

- **The Napa Valley Reserve**, Saint Helena – Director of Special Projects & Community Relations - 2000 – Present
 - **Meadowood Napa Valley** – Forester – 2000 – Present
 - **Author** – *Marathon Swimming the Sport of the Soul* – Published January 2019
 - **Jaeger Vineyards**, Napa – General Manager – 1997 – 2000
 - **Pisenti & Brinker LLP**, Santa Rosa & Napa – Partner & CPA – 1987 -1997
 - **Ernst & Young**, Newport Beach, San Jose, San Francisco – CPA - 1980 – 1987
-

Education & Certifications

- **Master of Science, Forestry** Mississippi State Univ. – 2023
 - **Certified California Naturalist** University of California Extension - 2016
 - **Certified Public Accountant** State of California - Inactive
 - **Master of Science, Taxation** Golden Gate University
 - **Bachelor of Science, Accounting** Arizona State University
 - **Associate of Arts, Biology** Saddleback Community College
-

Current Volunteer Experience

- **Napa Valley Community Forest** – Founder – 2010 - Present
 - **Land Trust Napa County** – Board Member – 2017 – January 2023
 - **Winegrowers of Napa Valley** – Member – 2000 – Present
 - **Grace Episcopal Church** – Member – Outreach - Bubaare Missions – 2020 – Present
-

Marathon Swimming & Coaching

- **USA Swimming** – Olympic Coach 2008 and 2012 – Open Water Swimming
- **International Swimming Hall of Fame Honoree** – Inducted 2010
- **Seven-time World Professional Marathon Swimming Champion** – 1980s
- **English Channel Men’s World Record** – England to France – 1985



A Tradition of Stewardship
A Commitment to Service

January 10, 2025

Karen J. Bower Turjanis

Napa CA 94558

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main (707) 253-4580

Neha Hoskins
Clerk of the Board

Re: Napa County Resource Conservation District

Dear Mrs. Bower Turjanis:

You have been a valued member of the **Napa County Resource Conservation District (RCD)**. The term of your position expires on November 27, 2024. If you wish to request reappointment for another 4-Year term, please check the following box:

- Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Resource Conservation District** for the term commencing immediately and expiring November 30, 2028.

=====

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application.

- I confirm that all the information on my last application is current.
- Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

<https://www.countyofnapa.org/1420/Committees-Commissions>

After checking the appropriate boxes, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

Karen Bower Turjanis
SIGNATURE

16 JAN 2025
DATE

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

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

Which Boards would you like to apply for?

Napa County Resource Conservation District Board of Directors: Submitted

Category of Membership for Which You Are Applying

Director

Profile

Karen

First Name

J

Middle Initial

Bower Turjanis

Last Name


Email Address


Home Address

Suite or Apt

Napa

City

CA

State

94558

Postal Code

Which supervisorial district do you reside in? *

District 2

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

Question applies to Napa County Resource Conservation District Board of Directors

Are you a registered voter in the State of California?

Yes No

Primary Phone

Napa Valley Unified School
District

Employer

Education Specialist

Job Title

Teacher

Occupation

Education/Experience

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

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

Andrew Turjanis - Napa Autowerke, Inc., Owner

Resume

[KTurjanis_resume_01_2023_RCD_pdf.pdf](#)

Upload a Resume

Letter of Recommendation or Supplemental
Attachments

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

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

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

Mary Maher [REDACTED] John Woodbury [REDACTED] Chris Cahill [REDACTED]

Community Participation

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

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

Karen J Bower Turjanis

Nature of activity and community location

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

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

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

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

None that I am aware of.

Electronic Signature Agreement

I meet the criteria required to serve in this position.

Yes No

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

Yes No

Please Agree with the Following Statement

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

I Agree

Electronic Signature (First M. Last)

Karen J. Bower Turjanis

Date

1/26/2023

KAREN JEAN BOWER TURJANIS

[REDACTED]
Napa, Ca 94558
[REDACTED]
[REDACTED]

EDUCATION

UNIVERSITY OF CALIFORNIA, DAVIS

B.S., Fermentation Science -- 1991

TOURO UNIVERSITY

Graduate School of Education,

Teaching Credential/Education Specialist Mild/Moderate -2019

TEACHING EXPERIENCE

NAPA VALLEY UNIFIED SCHOOL DISTRICT

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

Napa High School, Napa, Ca

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

FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT

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

Crystal Middle School, Suisun City, Ca

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

PREVIOUS EXPERIENCE

TWENTY-FIVE YEARS EXPERIENCE AS WINEGROWER

TURJANIS WINES and CONSULTING, Napa, CA

Owner & Winemaker, September 2000 – 2017

CLOUD VIEW VINEYARDS, St. Helena, CA

Winemaker, May 2000 – property sold in July 2008

KAMEN WINE ESTATE, Sonoma, CA

Winemaker, June 1999 – June 2004

PAUL HOBBS WINES and VINEYARDS, Graton, CA

Winemaker and Vineyard Manager, 1999-2000

CARDINALE/ LOKOYA/ PEPI, Oakville, CA

Assistant Winemaker, 1995 – 1999

KAREN JEAN BOWER TURJANIS

COMMUNITY AFFILIATIONS

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

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

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

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

Stone Bridge School, Charter Council member, 2014 - 2016

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

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

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

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

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

PREVIOUS PROFESSIONAL AFFILIATIONS

Napa Valley Wine Technical Group, Officer and Board Member

Napa Valley Vineyard Technical Group, President

American Society of Enology and Viticulture, Member

CERTIFICATION

National Outdoor Leadership School, Wilderness First Aid, January 2013

TRAVEL

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

REFERENCES

Upon Request

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

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

Which Boards would you like to apply for?

Napa County Resource Conservation District Board of Directors: Submitted

Category of Membership for Which You Are Applying

Director

Profile

Jennifer

First Name

Putnam

Last Name

Middle Initial

[Redacted] Email Address

[Redacted] Home Address

Suite or Apt

NAPA

City

CA

State

94558

Postal Code

Which supervisorial district do you reside in? *

District 1

To find your supervisorial district go to <https://www.countyofnapa.org/1334/About-the-Board>, click on "Look Up My District" and enter your address.

Question applies to Napa County Resource Conservation District Board of Directors

Are you a registered voter in the State of California?

Yes No

Primary Phone

Jennifer Putnam Consulting
Employer

Principal
Job Title

Consultant
Occupation

Education/Experience

University of California, Davis - MA Geography and Viticulture 2002 - Focus on environmental systems: water science, use and law, integrated agriculture, viticultural farmscapes of the world Humboldt State University - BS Natural Resource Management 1995 - Focus on forestry, international wilderness areas and national parks, botany

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

John Putnam, Self Employed

Resume

[Jennifer Putnam CV.pdf](#)

Upload a Resume

[Jennifer Putnam bio.pdf](#)

Letter of Recommendation or Supplemental Attachments

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

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

Linda Reiff, CEO and President. Napa Vallev Vintners [REDACTED] Larry Bettinelli,
P [REDACTED] nelli Vineyards [REDACTED] Jon Rue [REDACTED] ly Mountain Vineyards
[REDACTED]

Community Participation

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

I am wholly committed to elevating the relevance, contributions and successes of the Napa Resource Conservation District, which is an organization I've been honored to serve as Associate Director. I believe in their mission, their results, and most of all - their team. The RCD is fortunate to have a highly professional, well-prepared and enthusiastic staff that I have enjoyed watching in action. I sincerely want to support them and the future of the organization. Napa County has a real gem in the RCD: it has the potential to be a source of pride for residents, a key player in the environmental/agricultural/conservation interface, and an inspiration for other organizations. I understand the expectations of service for a Director role and I am ready to step into that role.

Nature of activity and community location

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

Napa County Housing Commission Commissioner · Sep 2024 - Present Napa Resource Conservation District Associate Director · Oct 2023 - Present Napa Valley Equine Volunteer · Apr 2023 - Present Wine Country Polo Club Board Member · Jan 2022 - Jan 2023 Ag for Youth Board Member · Jan 2014 - Jan 2016 Napa County Land Trust Trustee · Jan 2012 - Jan 2015 Vintage Bank Community Board Director · Jan 2004 - Jan 2008

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

Electronic Signature Agreement

I meet the criteria required to serve in this position.

Yes No

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

Yes No

Please Agree with the Following Statement

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

I Agree

Electronic Signature (First M. Last)

Jennifer K. Putnam

Date

1/14/25



Jennifer Putnam



Napa, California



PROFESSIONAL SUMMARY

My work focuses on building organizational power through collaboration, strategic development, and robust implementation of ideas. I help leaders see their objectives through and create teams that are enthusiastic and productive.

EXPERIENCE

Napa Valley Farmworker Foundation

Executive Director and Chief Executive Officer, Board Member 2011 - 2023

Napa Valley Grapegrowers

Executive Director and Chief Executive Officer 2003 - 2023

Highland Ranch

Ranch Manager 1998 - 2000

EDUCATION

University of California, Davis

Master of Arts, Viticulture and Geography 2002

Humboldt State University

Bachelor of Science, Natural Resource Management 1995

VOLUNTEERISM

Napa Resource Conservation District

Associate Director
October 2023 - present

Napa County Land Trust

Trustee
2012 - 2015

Wine Country Polo Club

Director
2022-2023

Vintage Bank Community Board

Director
2004 – 2008

Ag for Youth

Director
2014 - 2016

Connolly Ranch

Advisor
2011-2016

PERSONAL CHARACTERISTICS

Problem solver. Creative connector. Happy person.

SKILLS

Project Management

Strategic Planning

Communications

Marketing

Political Understanding and Advocacy

Budgeting and Forecasting

Community and Relationship Building

Event Production

Public Relations

Team Development and Collaboration

Design and Aesthetics

Fundraising

Making Things Happen

Making Things Fun

ABOUT ME

Problem Solver. Creative Connector. Happy Person.

My career has focused on bringing people together and ideas to life.

As Executive Director of the Napa Valley Grapegrowers for 20 years, I know how to take a project from start to finish.

When I arrived in the valley, Napa lacked an independent organization representing vineyards and growers. With a mighty team of Napa's most inspired people, we grew the Napa Valley Grapegrowers from a small, part-time trade association into a robust non-profit focused on people, environmental responsibility, and agricultural preservation. We differentiated what it means to farm in the Napa Valley and we provided growers the programs and opportunities to succeed in an ever-changing environment.

We accomplished everything we set out to do and more.

Recognizing the importance of professional development, we focused on the next generation of leaders and ensured the vision was inclusive. These conversations led to the creation of the Napa Valley Farmworker Foundation, where I served as Executive Director since its inception in 2011. For both organizations, I worked with pioneers to build the long-term strategy, operations and relationships that make a non-profit successful.

I've started my own business to work with clients that represent my values and make the world a little better.

Prior to my leadership in the Napa wine community, I weaved my way through the world of politics, hosted international guests at the Highland Ranch, led intrepid groups up and over the High Sierra, and learned the wine business with Sonoma's Trione family.

My graduate work was completed in the agricultural capital of UC Davis and my undergraduate degree comes from Humboldt State University.

My volunteerism includes leadership roles with the Napa Resource Conservation District, Land Trust of Napa County, Napa County Housing Commission, Connolly Ranch, Ag for Youth, The Vintage Bank, the Geyserville Fire Department, Umpqua Bank, Wine Country Polo Club, Milo Foundation, Connected Horse, and Sunrise Montessori of Napa.

Most weekends you can find me hiking with friends, exploring on horseback, and otherwise enjoying the incredible outdoor experiences that the Bay Area provides. I live in Napa with my wonderful family, the world's greatest dog, and a herd of horses.

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

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

Public Records Act

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Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

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

Which Boards would you like to apply for?

Napa County Resource Conservation District Board of Directors: Submitted

Category of Membership for Which You Are Applying

Director

Profile

Allison _____ S _____ Day _____
First Name Middle Initial Last Name

_____ _____
Email Address

_____ _____ Suite or Apt

Napa _____ CA _____ 94558 _____
City State Postal Code

Which supervisorial district do you reside in? *

District 3

To find your supervisorial district go to <https://www.countyofnapa.org/1334/About-the-Board>, click on "Look Up My District" and enter your address.

Question applies to Napa County Resource Conservation District Board of Directors

Are you a registered voter in the State of California?

Yes No

Primary Phone

Good Things, Done Right

Employer

CEO

Job Title

Digital Marketing and
Tourism Specialist

Occupation

Education/Experience

BA in Studio Arts from Indiana University

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

Clay Newton, Sr Director of UX at Castlight Health

Resume

[AllisonDayResume_3_.pdf](#)

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

S Sedgley Eric Reichert Whitney Diver McEvoy
Happy to provide a letter of recommendation upon advancing to next round of
c deration!

Community Participation

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

I am drawn to the opportunity to serve on the Napa County Resource Conservation District board because of its vital role in conserving natural resources while balancing the needs of agriculture, urban areas, and wildlands. With a strong appreciation for Napa County's unique landscapes and ecosystems, I am committed to supporting efforts that ensure thriving watersheds for future generations. I value the RCD's emphasis on technical assistance, education, and collaboration as tools to empower the community in conservation efforts. By serving on the board, I hope to help advance practical, sustainable solutions that address the diverse needs of the region. This role represents an opportunity to contribute meaningfully to the preservation of Napa County's environmental and agricultural heritage. As a founder of a digital marketing company, I can bring valuable expertise in crafting strategies to enhance community engagement and awareness. My experience in leveraging digital tools and communication channels can help amplify the district's initiatives. I am committed to supporting efforts that foster meaningful connections and drive impactful results.

Nature of activity and community location

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

Yountville Marketing Committee Napa Valley Vine Trail Marketing RAD Napa Scott Sedgley
For Mayor Campaign

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

N/A

Electronic Signature Agreement

I meet the criteria required to serve in this position.

Yes No

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

Yes No

Please Agree with the Following Statement

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

I Agree

Electronic Signature (First M. Last)

Allison S Day

Date

01/17/2025

ALLISON DAY

Founder and President of Good Things Done Right

📞 [REDACTED] @ [REDACTED] 🌐 [REDACTED] 📍 [REDACTED]



EXPERIENCE

Founder and President

Good Things Done Right

📅 06/2015 - Present 📍 Napa, CA

We help brands—big and small, B2B and B2C, for-profit and nonprofit—get more from their social media and content marketing efforts. Expect strong strategy, likable content and responsive community management that tells your story, ignites conversation and aligns with your target audience and business growth goals. We develop, implement and measure all things social media strategy, driving a variety of different KPIs and success metrics, utilizing social media platforms.

- Highlight your accomplishments, using numbers if possible.

Director of Content and Social Media

WineCountry Media

📅 07/2016 - 09/2017 📍 Napa, CA

Company Description

- Executed WineCountry.com's social media presence on Facebook, Twitter, Pinterest and Instagram.
- Developed content across all platforms, posting multiple times a day and grew their audience by 350% and their reach by 385% over the course of a year.
- Built Sonoma.com's social media presence on Facebook, Twitter, Pinterest and Instagram.
- Curated content across all platforms, posting multiple times a day and grew their audience by 260% and increased their monthly reach from 2,000 to 28,000 over the course of a year.
- Managed NapaValley.com's Facebook, Twitter, Pinterest by curating content and creating an Instagram account, growing their audience by 560% and their reach by 508% over the course of a year.
- Led internal content development and execution while managing 8 writers and producing 15-20 pieces of original content every month.

Director of Content Growth and Social Media

Barnraiser.us

📅 09/2014 - 08/2016 📍 Sausalito, CA

Company Description

- Managed the development and execution of Barnraiser's content and distribution strategy while executing against ambitious traffic and engagement goals.
- Measured and reported on performance of content assets and present research-based plans for growth.
- Oversaw social media team to direct editorial and brand consistency across social channels.
- Developed mutually beneficial content strategies in conjunction with Dir. of Partnerships.
- Developed and built relationships with writers and bloggers to grow contributor network.
- Aggregated topical content and create high-profile syndication to increase brand awareness.

Social Community Consultant

3 rock marketing

📅 12/2010 - 04/2015 📍 Napa, CA

Company Description

- Managed social media accounts for Visit Napa Valley
- Developed content for Beau Wine Tours
- Developed content for Flavor! Napa Valley
- Developed content for Napa Truffle Festival
- Developed content for SENZA Hotel
- Developed content for Cameo Cinema

SUMMARY

Hungry people are my favorite people, whether it's for great food or great ideas. As an early adopter of social media platforms, I've been deep in social media and content development for close to 10 years. From Napa Valley destination marketing to the food crowdfunding world, I direct the planning and execution of all things social media and content. I founded Good Things, Done Right in 2015 when I saw a demand for more authentic voices and straight forward work ethic in the marketing world. Current working with Visit Calistoga, St Helena, Yountville Chamber of Commerce, Oxbow Public Market, Stag's Leap Wine Cellars, Corto Olive Oil, Terlatto Family Brands, Stags Leap AVA, Wheeler Farms Winery & more. Visit us at www.gtdr.social

SKILLS

<u>Social Video</u>	<u>Paid Media Advertising</u>	
<u>Growth Strategies</u>	<u>Editorial</u>	
<u>Digital Media</u>	<u>Business Insights</u>	
<u>Branding</u>	<u>Social Media Analytics</u>	
<u>Branded Content</u>	<u>Blogging</u>	
<u>Social Media</u>	<u>Marketing Strategy</u>	
<u>Online Marketing</u>	<u>Public Relations</u>	
<u>Event Planning</u>	<u>Fundraising</u>	<u>Facebook</u>
<u>Marketing</u>	<u>Social Media Marketing</u>	
<u>Editing</u>	<u>Management</u>	
<u>Event Management</u>	<u>Social Networking</u>	
<u>Public Speaking</u>		

EXPERIENCE

Creator of Community

[Barnraiser.us](#)

📅 09/2014 - 01/2015 📍 Sausalito, CA

Donor Stewardship Manager

[American Conservatory Theater](#)

📅 01/2012 - 08/2013 📍 San Francisco, CA

Membership Director

[Calistoga Chamber of Commerce](#)

📅 09/2008 - 08/2012 📍 Calistoga, CA

Events Director

[Calistoga Chamber of Commerce](#)

📅 09/2008 - 08/2012 📍 Calistoga, CA

EDUCATION

Degree and Field of Study

[Indiana University Bloomington](#)

📅 Date period



A Tradition of Stewardship
A Commitment to Service
January 10, 2025

Rainer Hoenicke

[Redacted]
Napa, CA 94558
[Redacted]

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

Re: Napa County Resource Conservation District

Dear Mr. Hoenicke:

You have been a valued member of the **Napa County Resource Conservation District (RCD)**. The term of your position expired on November 27, 2024. If you wish to request reappointment for another 4-Year term, please check the following box:

Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Resource Conservation District** for the term commencing immediately and expiring November 30, 20284.

=====

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application.

I confirm that all the information on my last application is current.

Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

<https://www.countyofnapa.org/1420/Committees-Commissions>

After checking the appropriate boxes, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

Rainer Hoenicke
SIGNATURE

16 Jan. 25
DATE

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

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

Public Records Act

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Form 700 Conflict of Interest Code
[California Fair Political Practices Website](#)

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

Which Boards would you like to apply for?

Napa County Resource Conservation District Board of Directors: Submitted

Category of Membership for Which You Are Applying

Director

Profile

Rainer _____ Hoenicke _____
First Name Middle Initial Last Name

_____ _____
Email Address

_____ _____
Home Address Suite or Apt

Napa _____ CA _____ 94558
City State Postal Code

Which supervisorial district do you reside in? *

District 3

To find your supervisorial district go to <https://www.countyofnapa.org/1334/About-the-Board>, click on "Look Up My District" and enter your address.

Question applies to Napa County Resource Conservation District Board of Directors
Are you a registered voter in the State of California?

Yes No

Primary Phone

None, retired

Employer

Executive Officer, Science
Program, Delta Stewardship
Council, State of CA

Job Title

Environmental Scientist

Occupation

Education/Experience

B.S. Agricultural Sciences, University of Bonn, Germany Ph.D. Ecology, UC Davis Postdoctoral Fellow and adjunct lecturer, San Jose State University (Moss Landing Marine Laboratories)
Plus: see resume on file

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

Kathryn J. Lucas, retired teacher

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

All on file already, since I am re-applying to my expired term with edits above (new address, revised Supervisorial District)

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

Jim Wilson (Napa County) Nancy Wahl-Scheurig (CARCD Exec. Director) Bruce Barge (President, Napa RCD)

Community Participation

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

While I have served a bit more than 20 years on the Napa RCD Board, I intend to reach out to key members of our community to find a qualified and interested potential successor after my term. I am a scientist and have been contributing for many years to assist the Napa RCD in forming new partnerships, raising grant funds, and volunteering in education and restoration project implementation. I have been active in the community via the Napa Parks and Recreation Department (serving on the Advisory Commission), serving on multiple committees of the UC Master Gardeners of Napa County (UC Cooperative Extension), and adjunct member of the Bicycle and Pedestrian Advisory Committee for the City of Napa.

Nature of activity and community location

City of Napa and County as a whole

Rainer Hoenicke

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

See above

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

Yes No

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

Yes No

Please Agree with the Following Statement

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

I Agree

Electronic Signature (First M. Last)

Rainer Hoenicke

Date

17 January, 2025

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

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[California Fair Political Practices Website](#)

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Which Boards would you like to apply for?

Napa County Resource Conservation District : Submitted **Category of Membership**

for Which You Are Applying

Board member

Profile

Patrick _____ C _____ Gorman _____
First Name Middle Initial Last Name

_____ _____
Email Address

_____ _____ _____
Home Address Suite or Apt

NAPA _____ CA _____ 94558 _____
City State Postal Code

Which supervisorial district do you reside in? *

District 2

To find your supervisorial district go to <https://www.countyofnapa.org/1334/About-the-Board>, click on "Look Up My District" and enter your address.

_____ _____
Primary Phone

AT&T

Employer

Outside Plant Engineer

Job Title

Engineer

Occupation

Education/Experience

I am an outside plant engineer for AT&T, covering Napa County for over 25 years. I have worked on many projects with Napa County departments. I have enjoyed learning about Napa County through my board membership in the Mosquito Abatement District.

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

Kerry Gorman, RN, Quenn of the Valley

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

none

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

Mike Burg [redacted] noma Public works director [redacted] Robert Cl [redacted] reless
Engineer [redacted] Sarah Van Giesen Cultural [redacted] mmission [redacted]

Community Participation

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

I have been working with the Napa County departments and believe I would be a good asset to the board. Napa County Mosquito Abatement District member, city of Napa Rep.

Nature of activity and community location

Napa High School athletics boosters former member. Napa County Mosquito Board Napa United soccer former coach Napa Little League former coach

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

Napa county mosquito board member

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

Yes No

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

Yes No

Please Agree with the Following Statement

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

I Agree

Electronic Signature (First M. Last)

Patric C Gorman

Date

01-17-2025

Associate Director Application

All applications will be kept on file for one year from the date of application.

First and Last Name: Wayne Leong

Your Occupation: Architect

Please explain your reasons for wishing to serve as an Associate Director and what you hope to accomplish or contribute:

As a resident of St. Helena for over 50 years, I have always had interest in the natural environment of the Valley. Most of my focus has been Sulphur Creek and I have observed it almost daily for the last 25 years. Of particular interest is the ecological history of the Napa Valley

Which of the following Napa RCD programs or activities are of interest to you (check all that apply)?

- Youth environmental education and workforce development
- Community education and volunteer events
- Regenerative agriculture (e.g., soil health, carbon farming, pollinator habitat, irrigation efficiency)
- On-the-ground restoration projects (e.g., fish barrier removal, stream restoration, forest management)
- Environmental monitoring (e.g., fish populations, stream flow, tree seedling survival, etc.)
- Organizational development and administration
- Other:

Please briefly describe any experiences or education which demonstrate either an interest or expertise in natural resource conservation. Note that we are seeking Associate Directors with diverse backgrounds and skillsets, and formal training and expertise in natural resource conservation is not required for this role:

My education background is in mechanical, electrical and systems engineering. I was a general contractor for 15 years and a license architect for over 30 years. For several years I was mentored by Dr. Joe Wheaton on the geomorphology of the Sulphur Creek watershed. I have observed the creek daily for over 25 years.

Which of the following areas of experience, skill, or knowledge would you ideally leverage in your role as an Associate Director (select all that apply):

- Farming/Ranching
- Financial Management/Accounting
- Marketing/Communications
- Legal
- Human Resources Development
- Justice, Diversity, Equity, and Inclusion
- Environmental and Natural Resource Science (e.g., Conservation Biology, Forestry, Horticulture)
- Outdoor/Wilderness Recreation
- Education
- Land Use
- Public Policy
- Strategic Planning
- Fundraising
- Other:

Which industries and sectors do you have a connection with which you could leverage to help build the awareness, brand, impact, and fiscal sustainability of Napa RCD (select all that apply):

- Advertising and marketing
- Agriculture
- Education
- Finance and economic
- Food and beverage
- Foundations and donors
- Media and news
- Public sector (e.g., grantmaking agencies, regulators, elected officials)
- Other:

Current License(s), if applicable (e.g., Registered Professional Forester, Professional Engineer, Certified Public Accountant, Teaching Credential):


Registered Architect in California and New York
Licensed General Contractor in California

Other Nonprofit Boards or Federal, State, County, City or District Boards, Councils, Commissions, or Committees on which you serve now or have served:

Started the non-profit St. Helena Community Forum. It was focus on community education on the local environment and community design.

PLEASE NOTE THAT THE PERSON APPOINTED TO FILL THIS POSITION WILL BE REQUIRED BY STATE LAW AND THE DISTRICT'S POLICIES TO FILE FINANCIAL DISCLOSURE STATEMENTS (FORM 700 STATEMENT OF ECONOMIC INTERESTS) WITH THE DISTRICT WHICH WILL BE FILED WITH THE STATE OF CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION. (This form will be provided to you.)

The undersigned acknowledges that they have read and understand the Napa County Resource Conservation District (Napa RCD) Associate Director policy, and hereby apply for appointment as an Associate Director of the Napa RCD.

Signature:  Date: 02/10/2025

Print Name: Wayne Leong Phone No.: 707 501-8732

Grant Application Log - Napa County Resource Conservation District - Last updated: 3/9/2025

\$ 9,433,248	Funded *
\$ 5,595,891	Not Funded *
\$ 3,074,901	Pending *

* Only to NCRCD, excluding pass-through

Status		Grant Source		Project Details				Budget		
Status	Date Submitted	Grant Program	Funding Source	Project Title	Applicant	NCRCD Role	Grant Term	NCRCD Total	Pass-Through	GRANT Total
Funded	10/5/2022	Conservation Technical Assistance: Grazing Lands Conservation Initiative (GLCI) Cooperative Agreements	Federal - USDA NRCS	Increasing Access to Climate-Smart Technical Assistance for Grazing Lands Through the North Coast Soil Hub	Gold Ridge RCD	Subcontractor	4/6/2023 - 11/30/2024	\$33,385	\$0	\$299,894
Funded	10/23/2022	Conservation Agriculture Planning Grants Program	State - Department of Food and Agriculture (CDFA)	Napa RCD will develop Pollinator Habitat and Carbon Farm Plans	Napa RCD	Applicant	6/15/2023 - 6/14/2025	\$247,100	\$0	\$247,100
Funded	11/1/2022	Research & Education Program	Federal - Western SARE	Sustainability Outcomes of Integrated Sheep-Vineyard Systems (ISVS)	UC Davis	Subcontractor	4/1/2023 - 3/31/2026	\$18,046	\$0	\$347,696
Not Funded	11/22/2022	Post-Fire Disaster Recovery Funding Grant Program	Federal - US Forest Service (through CARCD)	Post-Fire Disaster Recovery: Glass and LNU Lightning Complex Fires	Napa RCD	Applicant		\$141,000		\$141,000
Not Funded	12/16/2022	Sustainable Groundwater Management (SGM) Grant Program's SGMA Implementation Round 2	State - Department of Water Resources (DWR)	Napa Valley Subbasin GSP Implementation	County of Napa GSA	Subcontractor	10/2023 - 4/2026	\$1,051,000	\$5,000	\$8,831,880
Funded	1/13/2023	General Fund	State - Wildlife Conservation Board (WCB)	Climate Resilience Through Habitat Restoration on California Lands	CARCD	Subcontractor	2/28/2027	\$325,999	\$0	\$19,413,000
Funded	2/3/2023	Napa Valley Vintners Healthy Community Fund	Other Funder - Foundation	Fire Road Fuel Breaks & Forest Health in Napa County	Napa RCD & Napa Communities Firewise Foundation	Coapplicant	3/9/2023 - 4/30/2025	\$550,000	\$0	\$550,000
Funded	2/8/2023	JLD Ag Fund	Other Funder - Foundation	Habitat Enhancement on Napa County Farms	Napa RCD	Applicant	3/30/2023 - 3/30/2026	\$30,000	\$0	\$30,000
Funded	2/9/2023	Anonymous Foundation	Other Funder - Foundation	General Support for Napa RCD	Napa RCD	Applicant	2/1/2023 - 1/31/2024	\$50,000	\$0	\$50,000
Funded	3/15/2023	FY 2022-2023 Wildfire Prevention	State - CAL FIRE	Napa City Community Wildfire Protection and Capacity Planning	Napa RCD	Applicant	3/15/2029	\$58,280	\$191,000	\$249,280
Funded	3/15/2023	FY 2022-2023 Forest Health	State - CAL FIRE	Napa Veterans Home Lighthouse for the Blind - Wildfire Resiliency Project	Napa Communities Firewise Foundation	Subcontractor		\$155,250	\$0	
Not Funded	3/15/2023	FY 2022-2023 Wildfire Prevention	State - CAL FIRE	Reducing Hazardous Fuels along Sonoma/Lake/Napa Critical Borders	Napa Communities Firewise Foundation	Subcontractor		\$200,000	\$0	
Not Funded	3/15/2023	FY 2022-2023 Wildfire Prevention	State - CAL FIRE	Building Napa's Wildfire Resiliency	Napa Communities Firewise Foundation	Subcontractor		\$347,000	\$0	
Funded	3/15/2023	FY 2022-2023 Workforce Development	State - CAL FIRE	RCD Workforce Development Project	CARCD	Subcontractor		\$33,447	\$0	
Funded	3/27/2023	Regional Forest and Fire Capacity Program	State - Department of Conservation	Regional Forest and Fire Capacity Block Grant: Inner Coast Collaborative (Additional Funding Allocation)	Napa RCD	Applicant	11/15/2021 - 12/31/2027	\$2,535,520	\$5,930,480	\$8,466,000
Not Funded	3/30/2023	Adaptation Planning Grant Program Round 1	State - Integrated Climate Adaptation and Resiliency Program	Napa County Climate Action and Adaptation Plan	County of Napa & Napa RCD	Coapplicant	8/1/2023 - 1/31/2026	\$204,500	\$50,000	\$595,827
Funded	4/5/2023	UC California Climate Action Seed Grants Program	State - University of California Office of Research & Innovation	Resilient and Equitable Urban Stream Corridors	UC Davis	Subcontractor	8/1/2023 - 7/31/2025	\$149,963	\$6,000	\$2,000,000
Funded	4/5/2023	UC California Climate Action Seed Grants Program	State - University of California Office of Research & Innovation	Demonstration Network and Metrics for Accelerating Adoption of Climate Smart Farming Practices	UC ANR	Subcontractor	8/1/2023 - 7/31/2025	\$36,676	\$0	\$2,000,000
Funded	6/1/2023	Inflation Reduction Act - Urban and Community Forestry funding opportunity	Federal - US Forest Service	Our Napa Forests: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration	Napa RCD	Applicant	5 years	\$1,560,761	\$0	\$1,560,761
Funded	6/6/2023	Water Efficiency Technical Assistance Program (WETA)	State - Department of Food and Agriculture	Enhancing water use efficiency in Napa, Solano, Lake, and Sonoma Counties	Napa RCD	Applicant	3 years	\$212,281	\$287,719	\$500,000
Funded	6/15/2023	Healthy Soils Block Grant	State - Department of Food and Agriculture	Zero Foodprint led proposal to administer HSP grants	Zero Foodprint	Subcontractor		\$170,000	\$160,000	\$5,000,000
Not Funded	6/30/2023	Better Together Nature Positive Innovation Grant Program	Other Funder - PG&E Corporation Foundation	Our Napa Forests: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration	Napa RCD	Applicant	1 year	\$61,200	\$38,800	\$100,000
Funded	7/14/2023	Annual Grant	Napa County Wildlife Conservation Commission	Kids for Monarchs	Napa RCD	Applicant	1 year	\$5,500		\$5,500
Not Funded	7/28/2023	Climate Resiliency Grant Program	State - Coastal Conservancy	Sulphur Creek Fish Passage Restoration - Implementation	Napa RCD	Applicant	1/1/2024 - 12/31/2028	\$199,410	\$2,046,484	\$2,245,894

March 2025 NRCS update to Napa RCD Board:

Secretary Rollins was confirmed as the new Secretary of the Department of Agriculture on February 13th, 2025. The shift in priorities at the national level has led to several changes we are seeing in the field offices. This has also impacted the amount of funding we have for new Farm Bill Program contracts with local farmers and ranchers.

NRCS staff are continuing to assess and rank all applications that met our application deadlines in November. In addition, Napa staff are assisting the Petaluma office. Our field office biologist had the opportunity to attend a CA Tiger Salamander terrestrial ecology training this month in Santa Rosa. This type of training helps provide him with needed expertise to evaluate the impacts of NRCS conservation projects on protected species, as he provides biological support to several north bay counties.