



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

# AGENDA

**When:** Monday, July 14, 2025 at 8:00 A.M.

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

Bruce Barge <b>President</b>	Paul Asmuth <b>Director</b>	Allison Day <b>Director</b>	Jim Lincoln <b>Director</b>	Jennifer Putnam <b>Director</b>	Gretchen Stranzl McCann <b>Director</b>	Karen Turjanis <b>Director</b>
	Lucas Patzek <b>Executive Director</b>		Corey Utsurogi <b>District Counsel</b>		Tracy Schulze <b>Auditor-Controller</b>	

### GENERAL INFORMATION

The Napa County Resource Conservation District ("Napa RCD" or "District") will hold a regular meeting of its Board of Directors in-person at the location noted above. All materials relating to the agenda are available for public inspection at the District office Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M., except for District Holidays. The agenda is available online at: <http://naparc.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/86774601951?pwd=FletJfb3ATY0qeJ1Fly5rw539hVUaX.1&from=addon>  
Meeting ID: 867 7460 1951, Password: 759723

Via teleconference at:

Call 669-900-9128 and enter: Meeting ID: 867 7460 1951, Password: 759723

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

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

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

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

## 1. CALL TO ORDER

- A. Call to order and roll call** – The meeting is to be called to order by the Chair at 8:00 A.M.
- B. Approval of the agenda** – The Board will consider approval of the agenda for this meeting.

## 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 June 12, 2025 regular meeting.**
- B. Ratify bills approved by the Executive Director.**
- C. Approve regular District bills from June 2025.**
- D. Authorization to Execute Agreement No. 2025023 with Conservation Corps North Bay.**

Authorize the Executive Director to execute Agreement No. 2025023 with Conservation Corps North Bay to provide professional services for oak tree maintenance at the City of Napa's Alston Park. Activities will include weed abatement around oak saplings and installation of tree guards. The agreement shall not exceed \$21,500 and will be funded through Agreement No. 24-DG-110502121-230 with the USDA Forest Service.

**E. Authorization to Execute a Master Services Agreement with OperationsInc.**

Authorize the Executive Director to execute a Master Services Agreement with OperationsInc, a division of Gallagher Benefit Services, for ongoing human resources support. Services will be billed in ¼ hour increments. This agreement will replace the existing relationship with The Personnel Perspective.

**F. Authorization to Execute an Agreement with Many Hats, LLC.**

Authorize the Executive Director to execute an Agreement with Many Hats, LLC to provide on-call invoicing and grants management support. Services will focus on quarterly invoicing for multiple projects and the development and improvement of financial processes. Billing will be on an hourly basis, with an estimated level of effort of 60 hours per quarter.

## 4. REGULAR AGENDA

**A. Discussion and Selection of Scholarship Recipients.** *Eric McKee*

Napa RCD established the Scholarship for Emerging Environmental Leaders to recognize and support young people who have demonstrated a commitment to voluntary stewardship of Napa County's land, water, soil, wildlife, and community. This year, 10 applications were received. Following a staff review process, two qualified applicants received the highest rankings. Staff recommends awarding both students scholarships of \$1,000 each. In addition to selecting this year's scholarship recipients, staff is also seeking opportunities to more formally involve board members in future scholarship review and award processes. Eric McKee will provide an overview of the scholarship program, describe the review process undertaken during the past school year, and share key outcomes from Napa RCD's youth environmental education programming.

**B. Presentation on Volunteer Program Outcomes and Draft Volunteer Handbook.** *Ashley Kvitek*

Napa RCD's Volunteer Program engages Napa County's diverse communities in equitable and inclusive stewardship of our natural resources. Through service, education, and meaningful connections with the land, the program fosters a shared responsibility for the long-term health of our streams, forests, wetlands, agricultural lands, and urban landscapes. To support this work, Napa RCD is drafting a Volunteer Handbook designed to help volunteers understand their roles and responsibilities, safety protocols, and relevant organizational policies. The handbook is an opportunity to align and clarify policies related specifically to volunteer engagement. Ashley Kvitek will present outcomes

from the past year of the Volunteer Program and provide an overview of the purpose and development of the Volunteer Handbook, including anticipated next steps.

**C. Board Handbook Update and Discussion.** *Bruce Barge*

Receive an update on Napa RCD's draft Board Handbook, including acknowledgment of board members who submitted feedback, a high-level summary of comments received to date, and an outline of next steps. Discuss the extended deadline for additional input, the process for preparing a near-final version, and the intended living nature of the Handbook as a dynamic reference tool supported by other governance resources.

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

**E. Huichica Creek Preserve Advisory Committee report.** *Lucas Patzek*

**F. USDA NRCS report.** *Evelyn Denzin*

**G. Executive Director's report.** *Lucas Patzek*

**H. Directors' reports.**

## 5. ADJOURNMENT



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

# MINUTES

**When:** Thursday, June 12, 2025 at 8:00 A.M.

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

Bruce Barge <b>President</b>	Paul Asmuth <b>Director</b>	Allison Day <b>Director</b>	Jim Lincoln <b>Director</b>	Gretchen Stranzl McCann <b>Director</b>	Jennifer Putnam <b>Director</b>	Karen Turjanis <b>Director</b>
	Lucas Patzek <b>Executive Director</b>	Corey Utsurogi <b>District Counsel</b>	Tracy Schulze <b>Auditor-Controller</b>			

## 1. CALL TO ORDER, ROLL CALL

A regular meeting of the Napa County Resource Conservation District was called to order at 8:01 A.M. on Thursday, June 12, 2025 by President Bruce Barge.

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

Directors present included Bruce Barge, Allison Day, Jim Lincoln, Gretchen Stranzl McCann, Jennifer Putnam, and Karen Turjanis. Associate Directors Chris Carpenter, Patrick Gorman, Joseph Nordlinger, and Bryan Parker were present online. District Counsel Corey Utsurogi was present online. Napa RCD staff present included Lucas Patzek, Alison Blodorn, Danielle Ashton, and Tatia Wieland. Evelyn Denzin from NRCS was present.

### B. Approval of the agenda.

Approved the agenda for this meeting.

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

## 2. PUBLIC COMMENT

Jim Wilson, Sophie Watson, and Liliana Karesh spoke about Napa RCDs collaboration with Napa Schools for Climate Action and the adoption of Resolution No. 2025-02 in support of H.Res.1563.

### 3. CONSENT AGENDA

Approved the consent agenda.

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

- A. Approve minutes from the May 6, 2025 special meeting.**
- B. Approve minutes from the May 8, 2025 regular meeting.**
- C. Ratify bills approved by the Executive Director.**
- D. Approve regular District bills from May 2025.**
- E. Authorize execution of Agreement No. 2025022 with Napa Communities Firewise Foundation (Napa Firewise).**

### 4. SET ITEMS OR PUBLIC HEARINGS

- A. Presentation and possible action to adopt the fiscal year 2025-2026 budget.**

Adopted the 2025-2026 Budget.

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

### 5. REGULAR AGENDA

- A. Presentation about the Napa County Prescribed Burn Association (Napa PBA).**

Danielle Ashton presented on the Napa Prescribed Burn Association and Napa RCDs role in facilitating regional and state coordination and capacity building in Napa County. She explained the mission of the Napa County PBA and the near-term goals of the association.

- B. Presentation & Discussion: First Draft of Napa RCD Board Handbook**

President Bruce Barge presented the first draft of Napa RCDs Board Handbook. Board Members discussed collaborating on suggested updates and presenting a final draft at the next Board Meeting.

- C. Funding & Visibility Committee report.**

Executive Director Lucas Patzek reported on the Funding and Visibility Committee's establishment of a working group for major donor engagement.

- D. USDA NRCS report.**

Evelyn Denzin reported that NRCS met with Napa RCD forestry program staff to coordinate outreach for the RCD's North Bay Forest Improvement Program. She spoke of Erika Valek's

presentation at the last monthly meeting of the Fire Safe Council Leads to increase awareness and that NRCS staff see great value in building capacity and increasing awareness of the Napa PBA.

**E. Executive Director’s report**

Executive Director Lucas Patzek reported on plans to hire a Restoration Program Manager and planning for a late summer ribbon cutting ceremony at Sulphur Creek.

**F. Directors’ reports**

President Bruce Barge announced the St. Helena Community Forest workday to be held on June 21<sup>st</sup>.

**6. ADJOURNMENT**

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

The next regularly scheduled meeting for the Board of Directors of the Napa County Resource Conservation District is July 14, 2025.

# Summary of Expenditures for June 2025

Ratify Regular

\$128,736.87
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**Total Expenditures**

<b>\$128,736.87</b>
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## Bills Report July Meeting/June Bills

Check Date	Check #	Vendor #	Vendor Name	Object	PL Project	Activity	Subcategory	Amount	Invoice	Line Description	Category
6/10/2025	1112512	10211	Ca Assn Resource Con	52160	RCD	ADMIN	RCD	\$200.00	Advocacy #3 of 3	Federal Advocacy Support 3	Lobbyist Services
6/10/2025	1112627	100520	Canon Financial Serv	52600	RCD	ADMIN	RCD	\$107.66	41133344	Color Copier 5/20/25 - 6/19/25	Rents/Leases - Equipment
6/10/2025	1112629	100597	Dogwood Springs Fore	52490	RCD2021036	Planning	Planning	\$270.00	353	General Proj Support May 2025	Other Professional Services
6/10/2025	1112653	102271	Instrumentl Inc	16200	RCDDONOR	GENSUPPORT	RCD	\$5,389.20	PQYKNLUC0001	Instrumentl AnnualSub July '26	
6/10/2025	1112460	2076	Napa Valley Unified	52490	RCD2022017	FOREST	Planning	\$410.00	INV25-01002	Field Trip Transport. Skyline	Other Professional Services
6/10/2025	33617	100349	Romero Vineyard Mana	52120	RCDHCV	Operation	RCD	\$8,730.00	2092	Huichica Creek Mgmt May 2025	Agriculture Services
6/26/2025	1113808	101980	Anchor Engineering	52490	RCD2024017	3 SULPHUR	Implement	\$5,538.50	24-009-5067	Sulphur Creek CM Svc May 30 25	Other Professional Services
6/26/2025	34067	40176	Endsight	52130	RCD	ADMIN	RCD	\$675.00	1004372	Configure new laptop - FK	Information Technology Svcs
6/26/2025	34066	40176	Endsight	52130	RCD	ADMIN	RCD	\$517.50	10043572	IT End User Support May 2025	Information Technology Svcs
6/26/2025	34038	16639	Esri Inc	53415	RCD	ADMIN	RCD	\$73.00	900019548	ArcGIS Additional User Lic	Computer Software/Licnsng Fees
6/26/2025	1113802	100879	John Henshaw	52840	RCD2021036	Capacity	CmtyEngage	\$320.00	RPF Henshaw 2025	Reimburse RPF license renewal	Permits/License Fees
6/26/2025	34049	29405	Kaiser Permanente	16200	RCD	ADMIN	RCD	\$16,003.87	320306649884	Kaiser Medical Insur July 2025	
6/26/2025	1113818	999981	Otp - Grant/Scholars	54805	RCD2024013	WORKFORCE	CmtyEngage	\$1,600.00	324864	Spring '25 Intern Award Claire	Community Grants
6/26/2025	1113819	999981	Otp - Grant/Scholars	54805	RCD2024013	WORKFORCE	CmtyEngage	\$1,600.00	324872	Spring '25 Intern Award Reggie	Community Grants
6/26/2025	1113817	999981	Otp - Grant/Scholars	54805	RCD2024013	WORKFORCE	CmtyEngage	\$1,600.00	324865	Spring '25 Intern Award Dante	Community Grants
6/26/2025	1113806	101689	Principal Life Insur	16200	RCD	ADMIN	RCD	\$1,243.77	7/1/2025	Principal Dental Prem July '25	
6/26/2025	1113761	32576	Prunuske Chatham, In	52490	RCD2024017	1 PICKLE	Planning	\$2,080.25	2025152	Fish Passage Design May 31 25	Other Professional Services
6/26/2025	1113761	32576	Prunuske Chatham, In	52490	RCD2024017	2 SODA	Planning	\$2,537.50	2025152	Fish Passage Design May 31 25	Other Professional Services
6/26/2025	1113740	17990	Special Dist Risk Ma	16200	RCD	ADMIN	RCD	\$39,453.97	78049	Property/Liability 2025-26	
6/26/2025	1113739	17990	Special Dist Risk Ma	16200	RCD	ADMIN	RCD	\$12,050.98	78520	Workers Comp 2025-26 Coverage	
6/26/2025	34082	101121	The Personnel Perspe	52100	RCD	ADMIN	RCD	\$619.30	27873	HR Consult Service - May 2025	Administration Services
6/26/2025	34055	35310	Theodore L. Edwards,	16200	RCD	ADMIN	RCD	\$6,033.00	July 2025 TE	Office Lease 1303 Jeff July 25	
6/26/2025	1113787	40363	Wra, Inc.	52490	RCD2024017	3 SULPHUR	Implement	\$7,291.85	30144-57266	SulphurCrk FishPass May 31 '25	Other Professional Services
6/30/2025	1114178	101845	Clifton Environmenta	52490	RCD2021036	Planning	Planning	\$2,084.90	563	Westwood Hills FMP May 2025	Other Professional Services
6/30/2025	1114177	101845	Clifton Environmenta	52490	RCD2021036	Planning	Planning	\$877.50	562	Napa State Hospital May 25	Other Professional Services
6/30/2025	34195	40176	Endsight	52130	RCD	ADMIN	RCD	\$2,066.75	10044276	IT End User Support June 2025	Information Technology Svcs
6/30/2025	1113948	4067	Us Bank	21105	RCD	ADMIN	RCD	\$9,362.37	6.25CALCARD	June 2025 CalCard Credit Card	
								<b>\$128,736.87</b>			

# Summary of Expenditures for June 2025

Regular	\$9,924.36
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<b>Total Expenditures</b>	<b>\$ 9,924.36</b>
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## Bills Report July Meeting/June Bills

Vendor #	Vendor Name	Object	PL Project	Activity	Subcategory	Invoice Date	Invoice	Amount	Line Description
101804	Shute, Mihaly & Weinberger LLP	52140	RCD2024013	ADMIN	ProjAdmin	6/12/2025	291542	\$783.70	City MOU Legal Svcs April 2025
999991	Jarven Canones	52490	RCD2020035	WTRCON	CmtyEngage	7/3/2025		\$1,500.00	25 Annual Video Contest Winner
999991	Stella Borzoni	52490	RCD2020035	WTRCON	CmtyEngage	7/3/2025		\$1,000.00	25 Annual Video Contest Winner
999991	Jasmine Hoskins	52490	RCD2020035	WTRCON	CmtyEngage	7/3/2025		\$500.00	25 Annual Video Contest Winner
100520	Canon Financial Services, Inc.	52600	RCD	ADMIN	RCD	6/30/1935	41359258	\$107.66	Color Copier 6/20/25 - 7/19/25
35310	Theodore L. Edwards, LLC.	16200	RCD	ADMIN	RCD	6/15/2025	Aug2025 TE	\$6,033.00	Office Lease 1303 Jeff Aug 25
								<b>\$9,924.36</b>	

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT  
AGREEMENT NO. 2025023**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is made and entered into by and between the NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California (“**NCRCD**”) and Conservation Corps North Bay located at 11 Pimentel Court, Novato, CA 94949 (“**CONTRACTOR**”). The “**Effective Date**” of this Agreement is July 11, 2025. NCRCD and CONTRACTOR may be referred to individually as “**Party**” or collectively as “**Parties.**”

**RECITALS**

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

**WHEREAS**, NCRCD entered into a Services Agreement (Professional Servies) for Park Consultation, Design, Bidding, and Inspections Services with City of Napa on May 13, 2021.

**WHEREAS**, NCRCD received a US Forest Service Urban and Community Forest Grant 24-DG-110502121-230 for the purpose of increasing healthy urban tree canopy, empowering community-led urban forest stewardship, and supporting current and future workforce.

**WHEREAS**, NCRCD added a task to the Services Agreement with the City of Napa to include allowing the NCRCD to hire contractors and consultants to provide tree maintenance services.

**WHEREAS**, NCRCD now desires to retain CONTRATOR to tree maintenance services at Alston Park as part of the Project; and

**WHEREAS**, CONTRACTOR is qualified and willing to provide such specialized services to NCRCD under the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, NCRCD hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NCRCD, 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 October 15, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the Term, and the obligations of CONTRACTOR to NCRCD prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention) shall also survive the Term of this Agreement.

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

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$21,500.00 for professional services expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NCRCD of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the NCRCD Accounting & Administration Specialist who, after review and approval as to form and content, shall submit the invoice to the NCRCD Executive Director or Board of Directors for approval and to the Napa County Auditor for payment.

(b) Legal status. So that NCRCD 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, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be

provided to the NCRCD District Administrator upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or the State of 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.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents, and employees of CONTRACTOR are not, and shall not be deemed, NCRCD employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NCRCD may monitor the work performed by CONTRACTOR. With the exception of funds describe in paragraph 3(e) of this Agreement, NCRCD shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and Federal taxes. As between the Parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

(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 TWO MILLION DOLLARS (\$2,000,000)

combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

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

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

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

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NCRCD's District Administrator, which approval shall not be denied unless NCRCD's District Administrator determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request of NCRCD's District Administrator if the District Administrator determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NCRCD, its officers, employees, agents, and volunteers or 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) Indemnity for Design Professional Liability. With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless NCRCD, its officers, officials, agents, employees, and volunteers (collectively and/or individually "NCRCD") from and against any and all liabilities, claims, damages, losses, costs, or expenses (including, without limitation, costs, attorneys' fees, and expert fees of litigation and alternative dispute resolution) of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually "CONTRACTOR"), in the performance of this Agreement or failure to comply with any obligations of the Agreement. If it is finally determined (through a non-appealable judgment or an agreement between NCRCD and CONTRACTOR) that liability is caused by the comparative negligence or willful misconduct of NCRCD, then CONTRACTOR's indemnification and hold harmless obligation shall not exceed CONTRACTOR's finally determined percentage of liability based upon the comparative fault of CONTRACTOR.

Irrespective of any language to the contrary in this Agreement, CONTRACTOR has no duty to provide or to immediately pay for an up-front defense of NCRCD against unproven claims or allegations, but shall reimburse those litigation costs and expenses (including, without limitation, attorneys' fees, and expert fees) incurred by NCRCD to the extent caused by the negligence, recklessness, or willful misconduct of CONTRACTOR. In no event shall the cost to defend charged to CONTRACTOR exceed CONTRACTOR's proportional percentage of fault, except as described in Section 2782.8(a) and (e) of the California Civil Code.

(b) Indemnity for Other Than Design Professional Liability: Except as provided in subsection 8(a), to the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend (with counsel agreed to by NCRCD), and indemnify NCRCD and its officers, officials, agents,

employees, and volunteers (collectively and/or individually "NCRCD") from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys' fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by CONTRACTOR or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or sole willful misconduct of NCRCD.

CONTRACTOR's duty to defend applies immediately, whether or not liability is established. An allegation or determination that persons other than CONTRACTOR are responsible for the claim does not relieve CONTRACTOR from its separate and distinct obligation to defend as stated herein.

(c) No Limitations. Acceptance by NCRCD of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. The obligations of CONTRACTOR under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to NCRCD, its officers, officials, agents, employees, and volunteers. For purposes of Section 2782 of the California Civil Code, the parties hereto recognize and expressly agree that either (1) this Agreement is not a construction contract; (2) this Agreement is a construction contract and it conforms to Section 2782; or (3) they have negotiated and expressly agreed to the allocation of liability between them.

(d) Subcontractors. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of CONTRACTOR in the performance of this Agreement. Failure of NCRCD to monitor compliance with these requirements imposes no additional obligations on NCRCD and will in no way act as a waiver of any rights hereunder.

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

9. **Termination for Cause.** If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting Party in the manner set forth in Paragraph 13 (Notices). NCRCD hereby authorizes the NCRCD Executive Director to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of NCRCD for cause.

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

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

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

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

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

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

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

CONTRACTOR  
Megan Meder, Director of Natural Resources  
11 Pimentel Court  
Novato, CA 94949  
[gsitter@ccnorthbay.org](mailto:gsitter@ccnorthbay.org)  
415-720-0843

14. **Compliance with Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCRCD employees or contractors. For purposes of this Paragraph, references in the Policies to "County" and "County of Napa" shall mean NCRCD, to "Board" or "Board of Supervisors" shall mean the NCRCD governing board, and to "personnel director," "county administrator (or CEO)," or any other specifically-titled Napa County officer shall mean the NCRCD Executive Director.
- (a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.
  - (b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.
  - (c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.
  - (d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the County computer network shall sign and have on file with Napa County's ITS Department prior to receiving such access the certification attached to said Policy.
  - (e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995, and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

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

16. **No Assignments or Subcontracts.**

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

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

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

18. **Interpretation; Venue.**

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

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

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

following, except where prohibited by law:

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

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

(c) Labor Laws. If this Agreement involves a public work, the provisions of Exhibit "E" (Prevailing Wage) apply.

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

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

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

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

23. **Conflict of Interest.**

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

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

24. **Non-Solicitation of Employees.** Each Party agrees not to solicit for employment the employees of the other Party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other Party, except that nothing in this Paragraph shall preclude either Party from publishing or otherwise distributing applications and

information regarding that Party's job openings where such publication or distribution is directed to the public generally.

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

26. **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.

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

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

29. **Special Terms and Conditions; Federal Funding.** The Parties acknowledge that the Program has received or will receive Federal funding. CONTRACTOR shall cooperate with NCRCD to satisfy any conditions directly or indirectly imposed or required by NOAA or otherwise imposed or required as a result of the Program's receipt of Federal funding. CONTRACTOR shall comply with all relevant terms and conditions contained in Exhibits "C" and "D".

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

*[Signatures on following page]*

"CONTRACTOR" MEGAN MEDER, CONSERVATION CORPS NORTH BAY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MEGAN MEDER, Director of Natural Resources

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

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

## **EXHIBIT "A"**

### **SCOPE OF WORK**

CONTRACTOR shall provide NCRCD with the following services:

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

The CONTRACTOR will provide a supervised crew of corpsmembers for vegetation management services at Alston Park, Napa, CA.

Tasks will include:

- Weed abatement by mulch cut technique around 210 trees (~1 feet from the tree to 8 feet around each tree). See Mowing and Tree Guard Work map below.
- Weed abatement done by hand within a foot of each tree (all 210 trees).
- Installation of tree guards around each tree (~200 trees); tree guards will be wrapped around the tree trunks slightly dug into the soil, and covering the trunk; browse protection around trees will be cut to allow for installation of tree guard and reattached after the tree guard is installed; some pruning of branches may be required to wrap the tree trunk guard.
- Option includes completing weed abatement around 93 additional trees (no tree guard installed).

All work will be conducted in accordance with safety regulations and best practices for environmental stewardship.



**Mowing and Tree Guard Work**  
Alston Park



Map Date: 06/26/2025  
Data Sources:  
NRCS Soils and Erosion Risk  
Slope - LiDAR (2005)  
Napa County Parcels (XXXX)  
Napa RCD Hydrography (2019)  
Napa County BDR Hydrography (2005)



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.

## EXHIBIT "B"

### BUDGET & COMPENSATION

#### I. BUDGET

The total payment for services and expenses under this Agreement shall not exceed \$21,500.00.

#### II. COMPENSATION

Personnel and equipment rates are as follows:

Quantity	Description	Cost per	Total
4	Daily crew rate (1 supervisor, 6 corps members)	\$3,504.00	\$14,016.00
	Personal Protective Workwear, Consumables, Specialty Tools	-	\$172.00
5	Contingency (1 day with 1 supervisor, 3 corpsmembers)	-	\$2,112.00
<b>SUB TOTAL</b>			<b>\$16,300.00</b>
OPTIONAL: Weed abatement for 93 additional trees			
2	Daily crew rate (1 supervisor, 5 corpsmembers)	\$2,576.00	\$5,152.00
	Personal Protective Workwear, Consumables, Specialty Tools	-	\$48.00
<b>SUB TOTAL</b>			<b>\$5,200.00</b>

**TOTAL (with OPTIONAL): \$21,500.00**

## EXHIBIT "C"

### **ADDENDUM FOR CONTRACTS RECEIVING FEDERAL FUNDING**

CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall, at a minimum, be liable to NCRCD for all foreseeable damages it incurs as a result of CONTRACTOR violation or breach of the terms of this Agreement. This includes without limitation any costs incurred to remediate defects in CONTRACTOR's services and/or the additional expenses to complete CONTRACTOR's services beyond the amounts agreed to in this Agreement, after CONTRACTOR 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.** NCRCD shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. NCRCD shall exercise this option by giving CONTRACTOR written notice of termination. The notice shall specify the date on which termination shall become effective. NCRCD will pay CONTRACTOR for satisfactory Work rendered through the date of termination. In no event shall NCRCD be liable for costs incurred by CONTRACTOR or any of its subcontractors after the termination date specified by NCRCD, except for those costs reasonably necessary to effectuate demobilization or transition from the work. Final payment shall not be made to CONTRACTOR until CONTRACTOR closes out the Work.

**Termination for Cause.** On and after any event of default by CONTRACTOR, NCRCD may immediately terminate this Agreement for cause. NCRCD shall exercise this option by giving CONTRACTOR written notice of termination and such termination shall take effect immediately, and NCRCD will not be liable for costs incurred by CONTRACTOR or any of its subcontractors after that time. NCRCD shall have the right to offset from any amounts due to CONTRACTOR under this Agreement or any other contract between NCRCD and CONTRACTOR all damages, losses, costs or expenses incurred by NCRCD as a result of such

event of default and any liquidated damages due from CONTRACTOR pursuant to the terms of this Agreement. NCRCD will pay CONTRACTOR 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, CONTRACTOR agrees as follows:

- (a) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The CONTRACTOR 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 CONTRACTOR's legal duty to furnish information.
- (d) The CONTRACTOR 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 CONTRACTOR's commitments under this

section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (e) The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR 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.** CONTRACTOR 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, CONTRACTOR 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,

CONTRACTOR 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. NCRCD will report all suspected or reported violations to the Federal awarding agency.

b. **Copeland "Anti-Kickback" Act.**

- i. **Contractor.** The CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR 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.** NCRCD 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 NCRCD 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," CONTRACTOR 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.** CONTRACTOR 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 NCRCD, the Federal awarding agency, and the Regional Office of the Environmental Protection Agency ("EPA"). When reported to NCRCD, NCRCD will ensure that the violations are reported to the Federal awarding agency and the Regional Office of the EPA. CONTRACTOR 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 CONTRACTOR is required to verify that none of the CONTRACTOR'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 CONTRACTOR 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, CONTRACTOR 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) CONTRACTOR's certification is a material representation of fact relied upon by NCRCD. If it is later determined that the CONTRACTOR 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 NCRCD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - (d) The CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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.** CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees to provide NCRCD, 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 CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

14. **Disadvantaged Businesses.** CONTRACTOR 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, CONTRACTOR, and its lower tiers, must sign and submit the following certification to NCRCD:

**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 CONTRACTOR, Conservation Corps North Bay, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR 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 Contractor's Authorized Official

Megan Meder, Director of Natural Resources

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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

**CONTRACTOR: Conservation Corps North Bay**

By: \_\_\_\_\_

Megan Meder, Director of Natural Resources

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

## **EXHIBIT "D"**

### **REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS**

*Buy America Preference.* Recipients of an award of Federal financial assistance from the Department of Commerce (Department) for a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. all iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. all construction materials are manufactured in the United States - this means that all manufacturing processes for the construction material occurred in the United States. The construction materials standards are listed below.

*Incorporation into an infrastructure project.* The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Categorization of articles, materials, and supplies.* An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not

fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

*Application of the Buy America Preference by category.* An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

*Determining the cost of components for manufactured products.* In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

*Construction material standards.* The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All

manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

6. Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

#### *Waivers*

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements. If CONTRACTOR believes it cannot comply with the requirements of the Buy America Preference, CONTRACTOR shall coordinate with NCRCD to request a waiver.

#### *Definitions*

**“Buy America Preference”** means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

**“Construction materials”** means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

1. The listed items are:

i. Non-ferrous metals;

ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

- iii. Glass (including optic glass);
- iv. Fiber optic cable (including drop cable);
- v. Optical fiber;
- vi. Lumber;
- vii. Engineered wood; and
- vii. Drywall.

2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

**“Infrastructure”** means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

**“Infrastructure project”** means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

**“Iron or steel products”** means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

**“Manufactured products”** means:

- 1. Articles, materials, or supplies that have been:
  - i. Processed into a specific form and shape; or
  - ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

**“Predominantly of iron or steel or a combination of both”** means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

**“Section 70917(c) materials”** means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

**EXHIBIT "E"**  
**PREVAILING WAGE**

- 1.1 In General.** For purposes of California labor law, this is a public works contract subject to the provisions of Part 7 of Division 2 of the California Labor Code (Sections 1720 et seq.). In accordance with Labor Code Section 1771, CONTRACTOR and all subcontractors shall pay not less than current prevailing wage rates as determined by the California Department of Industrial Relations ("DIR") to all workers employed on this project. In accordance with Labor Code Section 1815, CONTRACTOR and all subcontractors shall pay all workers employed on this project 1 ½ the basic rate of pay for work performed in excess specified hour limitations. The work performed pursuant to this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 1.2 Registration.** CONTRACTOR and all subcontractors are not qualified to bid on or be listed in a bid proposal, subject to the requirements of section 4104 of the California Public Contract Code, and shall not engage in the performance of any work under this Agreement, unless currently registered and qualified to perform public work pursuant to section 1725.5 of the California Labor Code. CONTRACTOR represents and warrants that it is registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code and will provide its DIR registration number, along with the registration numbers of any subconsultants as required, to NCRCD.
- 1.3 Posting.** CONTRACTOR shall post at the job site the determination of the DIR director of the prevailing rate of per diem wages together with all job notices that are required by regulations of the DIR.
- 1.4 Reporting.** CONTRACTOR and any subcontractors shall keep accurate payroll records in accordance with Section 1776 of the Labor Code and shall furnish the payroll records directly to the Labor Commissioner in accordance with the law.
- 1.5 Report on Prevailing Rate of Wages.** NCRCD has obtained the general prevailing rate of per diem wages in the vicinity of the project for each type of worker needed, a copy of which is on file at NCRCD's offices, and shall be made available to any interested party upon request.
- 1.6 Employment of Apprentices.** CONTRACTOR's attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor. It shall be the responsibility of the CONTRACTOR to effectuate compliance on the part of itself and any subcontractors with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- 1.7 Penalties.** CONTRACTOR's attention is directed to provisions in Labor Code Sections 1775 and 1813. In accordance with Labor Code Section 1775, CONTRACTOR and

subcontractors may be subject to penalties for CONTRACTOR's and subcontractors' failure to pay prevailing wage rates. In accordance with Labor Code Section 1813, CONTRACTOR or subcontractors may be subject to penalties for CONTRACTOR's or subcontractors' failure to pay overtime pay rates for hours worked by workers employed on this project in excess specified hour limitations.

1813500.1

**PREPARED FOR:**

Napa County Resource  
Conservation District

**PREPARED BY:**

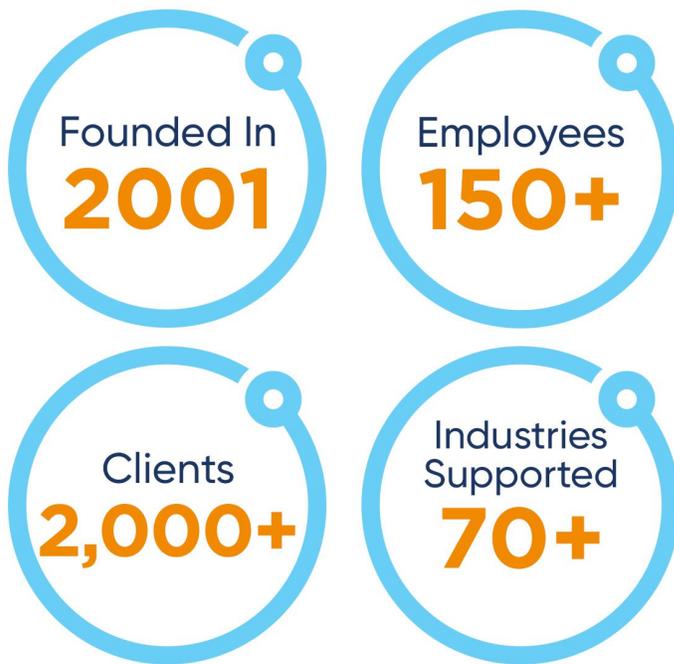
Lauren Steese  
*Director, Customer Success*  
T. (203) 322-0538  
E. Lauren\_Steese@ajg.com

July 7, 2025

Dear Lucas,

We are happy that you're considering OperationsInc, a division of Gallagher Benefit Services, as an HR partner for Napa County Resource Conservation District. Based on our discussions, we can provide expertise and support to fill gaps at your company and we are prepared with trusted solutions for your HR and payroll needs.

OperationsInc, a division of Gallagher Benefit Services, has over 20 years of experience providing premium HR consulting services to more than 2,000 organizations across 70+ industries. We help our clients improve their organizational effectiveness and create extraordinary employee experiences by designing and delivering customized solutions. Organizations face many HR challenges, but our segmented approach to consulting makes us ready to partner with you with cost-effective solutions at every stage of growth.



Please review the attached summary of the services that we offer, our Master Services Agreement and the Statement of Work (SOW) for the services we discussed and let us know if you have any questions. We look forward to working with you!

Sincerely,



## SERVICES AT A GLANCE

OperationsInc, a division of Gallagher Benefit Services, and its team of 150+ HR professionals offer a comprehensive suite of HR related services and support designed to meet the needs of businesses of all types and sizes, across all industries.

**Some of our most popular and sought after services include:**

 <p><b>HR Services</b></p>	 <p><b>Payroll &amp; HRIS Technology</b></p>	 <p><b>Recruiting Services</b></p>	 <p><b>Training &amp; Development</b></p>
 <p>Day-to-Day HR Support</p>	 <p>Managed Payroll Solutions</p>	 <p>Full Lifecycle Recruiting</p>	 <p>Sexual Harassment Prevention &amp; Awareness</p>
 <p>HR Assessments</p>	 <p>Payroll &amp; HRIS Implementations</p>	 <p>Proactive Talent Sourcing</p>	 <p>Diversity, Equity, &amp; Inclusion</p>
 <p>HR Compliance</p>	 <p>State Tax Registrations</p>	 <p>Talent Acquisition Assessment</p>	 <p>Leadership Workshops</p>
 <p>Compensation Benchmarking &amp; Design</p>	 <p>Payroll Audits &amp; Assessments</p>	 <p>Retention Strategy &amp; Design</p>	<p>Suite of Over <b>50</b> Courses</p>

This is only a sample of the services we offer.

**Interested in a service that you don't see here?**

Reach out to your account manager today to see how we can help!

## MASTER SERVICES AGREEMENT

This **Master Services Agreement** (the “**Agreement**”) is made effective as of July 7, 2025 (the “**Agreement Effective Date**”) between Napa County Resource Conservation District, with an address of 1303 Jefferson Street, Suite 500B, Napa, California 94559, United States, (the “**Client**”) and **OperationsInc, a division of Gallagher Benefit Services**, with an address of 383 Main Ave., Fourth Floor, Norwalk CT 06851, (the “**Consultant**”) pursuant to which Consultant shall render Services (as defined below) to Client.

1. Agreement; Term. The obligations of Consultant and Client under this Agreement shall commence on the Agreement Effective Date and shall continue until terminated as set forth below. During its term, this Agreement is applicable to all Services provided by Consultant as described in a Statement of Work. Proposals are valid for sixty days after which time they are subject to price adjustments.

2. The “Services”. Consultant offers the following services (collectively “the “Services”): HR Consulting Services (“**HR Services**”), Payroll Services, (“**Payroll**”), Training Services (“**Training**”), Talent Acquisition Services (“**Talent**”), and Custom Engagements (“**Consulting**”). Each SOW shall specify the actual work to be performed by Consultant and the related fees, along with terms unique to each Service. Unless specified therein, the duration of each SOW is unknown and not predictable.

3. Statements of Work. Statements of Work (each a “**SOW**”) shall mean documents in the form attached hereto, signed by authorized representatives of each party, and that contain at least the following elements for each engagement: the type and scope of the Services and/or the Deliverables to be provided by Consultant in various projects (each a “**Project**”), the specific responsibilities of Client, and the fees and payment terms for the Services.

4. Performance. Where applicable, Consultant shall report to and provide Services under the supervision of an individual named by Client in each Project (the “**Project Manager**”). If Consultant provides materials to Client, including but not limited to policies, procedures, handbooks, offer letters, notes, warning letters, etc., Client acknowledges and agrees that Consultant is not providing legal counsel or similar services, and that Client is responsible for having all materials (or portions thereof) reviewed by its own independent legal counsel prior to Client’s use.

5. Compensation.

a. During the term of this Agreement, Client shall pay the fees for Services (“**Compensation**”) to Consultant as identified in each SOW. All resources or project deliverables provided to Client that are not mentioned in a SOW, will be billed per the hourly rate schedule therein, which (where applicable) is based on a 35-hour work week, and is subject to change after sixty days. Consultant shall bill Client at time and a half (1.5) at the applicable hourly rate for individuals whose hours exceed forty (40) hours in a work week. Except as otherwise provided in a SOW, travel time shall be billed at the same hourly rate.

b. Client shall reimburse Consultant for pre-approved and reasonable expenses properly incurred by Consultant in the course of performing Services hereunder (“**Expenses**”). Except as otherwise provided in a SOW, or if Client manages Expenses directly, Consultant shall provide Client with supporting receipts or documentation via monthly billing in arrears.

c. All payments are due Net fourteen (14) days upon receipt of Consultant’s invoice. Payment may be made via check drawn from a U.S. Bank, bank transfer via ACH (details to be provided in each SOW), or other payment method pre-approved in writing by Consultant. If Compensation is not paid to Consultant within five (5) days of its due date, Consultant may, in its sole discretion, suspend performance of Services, or terminate the Project, without any further liability or obligation to Client. Client’s failure to pay Compensation shall not relieve Client of its payment obligations. If the undisputed, outstanding balance is not paid in full within thirty (30) days, interest of 1.5% per month on the undisputed, outstanding balance will be imposed from the due date. Client hereby agrees that upon termination of a

Project for any reason, all undisputed amounts due and owing Consultant for completed Services and Expenses shall be paid by Client immediately upon presentment of a proper invoice. In the event Consultant seeks the assistance of a collection agency or law firm for the collection of any undisputed, outstanding fees or costs due from Client, Client shall pay all reasonable legal and collection fees and costs related to such collections.

6. Changes. If either party proposes modifications to the scope or type of Services in a SOW, such modifications must be in writing and the parties acknowledge that this may result in a change in the number of hours, the hourly rates (e.g., if fewer/different personnel are required), and/or to the time required for completion. Except as otherwise agreed by the parties, if Client wishes to reduce the scope or level of Service in any SOW, such agreed-upon change shall become effective after the period specified in such SOW for termination for convenience.

7. Representations; Warranty Disclaimer. Each of the parties hereto represents and warrants that it has the right to enter into this Agreement without violation of any third-party obligations, and that it has the right to disclose the information transmitted to Client hereunder. Consultant agrees to provide the Services in a professional and workmanlike manner, in conformance with the specifications in the SOW, and the standards in Consultant's industry. Consultant will abide by all laws and regulations applicable to the provision of the Services. THE SERVICES ARE OTHERWISE PROVIDED ON AN "AS-IS" BASIS AND CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Client Obligations. Client shall immediately notify Consultant of anything that materially affects the progress or success of the Services. Client agrees to cooperate with Consultant's reasonable related requests. By way of example and not of limitation, Client shall, in a prompt and timely fashion: (i) respond to requests from Consultant for information and/or documentation, and (ii) provide reasonable access to Client's personnel at mutually convenient dates and times.

#### 9. Confidentiality

a. Each of the parties hereto acknowledges that in the course of, or incident to its obligations hereunder, it will have access to the confidential information of the other party. For purposes of this Agreement, the term "**Confidential Information**" shall include, but not be limited to, non-public information concerning the business or affairs of the parties and/or their affiliates, all information concerning each SOW, and all information received from third parties relating thereto, provided, however, that Confidential Information shall not include any information, or portion thereof, which: (i) is or becomes publicly known and is made generally available not as a result of the recipient's breach of the terms or provisions of this Agreement; (ii) is independently developed by the recipient without the use of or access to the Confidential information; or (iii) is in the possession of the recipient without an obligation of confidentiality.

b. In view of the foregoing, the parties agree that they will hold all Confidential Information in confidence and will not disclose any portion thereof to any person or entity, except as required in performance of their duties hereunder or as required by law. Further, except as otherwise provided in this Agreement, the parties agree not to use the Confidential Information of the other party in any manner which may injure or cause loss to the other party, whether directly or indirectly. The parties agree that any employees, agents, directors, board members, contractors, vendors, or helpers (collectively "**Representatives**"), to whom such Confidential Information may be disclosed, will be instructed on the restrictions contained herein. The parties further covenant and agree that, at any time upon written request, they will promptly return to the other party all tangible Confidential Information. The parties expressly acknowledge that damages alone may not be an adequate remedy for any breach or violation of any provision of this section, and that in addition to all other available remedies, the non-breaching party shall be entitled, as a matter of right, to seek injunctive relief, including specific performance, with respect to any such breach, anticipated breach, or violation. Each party may keep one (1) copy or record of the Confidential Information for verification of compliance herewith. The parties agree that their duties under this section shall survive the termination of this Agreement.

c. Data Protection Policy. Consultant maintains a Data Protection Policy that is re-affirmed annually by its Representatives and is available upon request. Consultant further affirms its compliance with applicable data protection laws and regulations, both domestic and foreign, including the Health Insurance Portability and Accountability Act of 1996, as amended, (“**HIPAA**”).

## 10. Ownership.

a. Client shall retain its rights in any proprietary material that Client supplies to Consultant. If Client provides Consultant with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to Consultant those rights and licenses required for Consultant to fulfill its obligations under this Agreement and to provide the Services. During the course of this Agreement, Consultant may solicit and Client agrees to reasonably provide input regarding the Services (collectively “**Feedback**”), and Client grants to Consultant a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to use such Feedback for any purpose without restriction, so long as such use does not identify Client or the source of such information.

b. Consultant shall retain sole and exclusive ownership of reports and other materials provided to Client (the “**Deliverables**”) as well as Consultant’s tools, methodologies, proprietary information, and data generated in the course of performing the Services, together with all intellectual property rights therein (the “**Consultant Materials**”). Consultant grants to Client a perpetual, non-exclusive, royalty-free license to use the Deliverables, subject to the limitations set forth below. All materials provided by Consultant for training (“**Training Materials**”) are restricted-use, copyrighted materials and strictly limited for use by each individual provided a copy. Additional copies of Training Materials are available for purchase by Client.

c. Subject to the confidentiality obligations herein, nothing contained in this Agreement shall preclude Consultant from rendering services to others or developing products or services that compete with, or are comparable to, the Services. Consultant shall not be limited in its use of ideas or techniques acquired or learned in the course of performing the Services.

d. Subject to payment in full of the applicable fees, except for Training Materials, Consultant grants to Client for internal purposes only a worldwide, royalty-free, non-sublicensable, paid-up, license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. Client shall not make the Deliverables available, in whole or in part, to anyone outside of Client, or quote excerpts from the Deliverables to the public, without the prior written consent of Consultant in each instance. Notwithstanding the foregoing, Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

e. All Deliverables provided by Consultant to Client shall be deemed to be accepted within thirty (30) days of receipt by Client unless Consultant receives written notice of non-acceptance within thirty (30) days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables fail to conform to the SOW and Consultant shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they are conforming. Client shall not withhold any payment for Services except for material and substantial non-conformity with the SOW.

11. Indemnification; Liability. Each of the parties hereto agrees to indemnify, hold harmless and defend the other party and its Representatives, from and against any and all liabilities, damages, losses, actions, or causes of action, costs, and expenses (including attorney’s fees), arising out of or resulting from its performance or non-performance of this Agreement. In addition, should Consultant or any of its Representatives be compelled to provide information and/or participate in a process tied to a claim, legal matter or similar whereby we, as consultants, possess materials and information salient to said claim, so long as such testimony or support does not relate to Consultant’s actual or alleged breach of its obligations under this Agreement or any SOW, Client agrees to compensate the Consultant for any and all hours requested for support around said matter. UNDER NO CIRCUMSTANCES WILL CONSULTANT BE LIABLE

TO CLIENT FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES. EXCEPT FOR DAMAGES ARISING FROM CONSULTANT'S INDEMNIFICATION OBLIGATIONS, OR A BREACH OF THE CONFIDENTIALITY PROVISION, CONSULTANT'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO JUDICIALLY PROVEN DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CONSULTANT IN THE SOW UNDER WHICH SUCH LIABILITY ARISES.

12. Termination. (a.) This Agreement shall remain in effect until terminated by a party upon sixty (60) days advance written notice to the other party. Either party may also terminate this Agreement or those Projects within a SOW for material breach by the other party upon thirty (30) days' prior written notice, if the breach remains uncured after the 30-day notice period. Such notice shall set forth in reasonable detail the nature of the asserted breach. In the event of termination for convenience of this Agreement, subject to its terms, Consultant shall complete all Projects until their natural expiration or termination as provided for herein.

(b.) Each Project within a SOW may be terminated for cause as detailed in subsection 12(A) above. Each Project may also be terminated for convenience, subject to the conditions applicable to such termination, as detailed in each Project.

13. Non-solicitation. Client acknowledges that Consultant goes through an extensive process in the sourcing and development of its consulting team, including vetting candidates for hire, comprehensive on-boarding and training programs, and our ongoing commitment to cultivation of their talents. Our personnel are bound by restrictions against accepting employment with our clients during their employment and for one year thereafter. The hiring away of our personnel by our clients represents a significant loss of our human capital investment, as well as a measurable financial impact to our firm. As such, it is never the desire of the Consultant to have any team member hired away by a client. Except as prohibited by local law or regulation, Client agrees that during the term of this Agreement and for a period of one (1) year following the date of termination, Client shall not hire any personnel of Consultant. In the event the Consultant agrees to release personnel from their legal obligations to our firm, the cost to convert a team member to Client's employment shall be a fee of 50% of their first year's compensation. For purposes of this section "to hire" means to hire as an employee or otherwise to engage or retain as an independent contractor or consultant.

14. Independent Contractor. Consultant is and shall at all times be an independent contractor and nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, partnership or joint venture, as between Consultant and Client. Consultant shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of Client without the prior written consent of Client. At all times, Consultant shall have sole control of the mode, manner, and means of performing Services under this Agreement.

15. Assignment. Neither this Agreement nor any obligations hereunder may be assigned by Consultant or Client without the prior written consent of the other party; provided however, either party may assign its rights and/or obligations under this Agreement to any of its affiliates, subsidiaries, or to a successor in interest by merger or acquisition, upon written notice to the other party.

16. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Notice. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, or delivered by overnight courier, or three days after being sent by prepaid certified or registered U.S. mail as set forth below. Notices shall be effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this section.

**If to the Consultant**

OperationsInc, a division of Gallagher Benefit Services  
383 Main Ave., Fourth Floor  
Norwalk, CT 06851  
Attention: Contract Administration  
With copy to: Legal Department

**If to the Client:**

Napa County Resource Conservation District  
1303 Jefferson Street, Suite 500B  
Napa, California 94559  
Attention: Lucas Patzek

18. Publicity. Neither party shall use the name of the other party in any announcements, press releases or advertisements, or for any commercial purpose, without the prior written consent of the other, except that Consultant may use Client's logo and/or name in its customer listings.

19. Law; Jurisdiction. The terms of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut, without regard to conflict of laws. The parties hereby expressly consent to the personal jurisdiction of the state and federal courts of the State of Connecticut for the purposes of any action, arbitration, audit, hearing, litigation, or suit (whether civil, criminal, administrative, investigative, or preliminary) arising out of this Agreement or any transaction contemplated hereby and further waive the right to a trial by jury in any action relating to this Agreement.

20. Paragraph Headings; Counterparts. The titles to the paragraphs of this Agreement are for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement. This Agreement may be executed in counterparts, each of which identical copy shall be deemed an original, and together, shall constitute but one instrument.

21. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be amended unless the amendment is made in writing and is signed by both parties.

By the signature below of each of their authorized representatives, the parties acknowledge and agree to the terms and provisions of this Agreement.

**Client**

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

Title: \_\_\_\_\_

**Consultant**

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

Title: \_\_\_\_\_

## HR Consulting Services - Statement of Work

This Statement of Work (“**SOW**”) dated July 7, 2025, is subject to the agreement dated 7/7/2025, between **Napa County Resource Conservation District**, with an address of 1303 Jefferson Street, Suite 500B, Napa, California 94559, United States (the “**Client**”) and **OperationsInc, a division of Gallagher Benefit Services**, (the “**Consultant**”). The parties now agree as follows:

**I. Additional terms and conditions.** The following terms and conditions shall apply, and in the event of a conflict, these terms and conditions shall control over provisions in the agreement:

A. TBA

### II. Scope of Work

<b>Project #1:</b>	On-Going HR Support Services - New Client Onboarding
<b>Client Project Manager:</b>	Lucas Patzek

<b>Scope:</b>	<p>Consultant will perform a full and detailed onboarding with the goal of documenting the information needed to provide comprehensive and complete Client support.</p> <p>This one-time intake may include (but is not limited to) the following areas, where relevant to our support role:</p> <ul style="list-style-type: none"> <li>• Key client contacts (internal and external), and the areas they own / coordinate.</li> <li>• Overall ownership of functions to be managed by Consultant vs. those the Client will continue to own.</li> <li>• Historical overview of HR function ownership.</li> <li>• Company mission statements and philosophies driving corporate culture.</li> <li>• Employee file maintenance practices.</li> <li>• Current employee handbook(s) and policies.</li> <li>• Job description utilization and maintenance.</li> <li>• Employee onboarding practices and resulting new hire experience.</li> <li>• Procedures tied to recruiting, employment offers, notice of non-selection, and overall hiring.</li> <li>• Payroll ownership, frequency, and time tracking practices for non-exempt staff.</li> <li>• Executive level organizational chart.</li> <li>• Termination processes and procedures.</li> <li>• Benefit documentation, including summary / plan descriptions.</li> <li>• Other documentation provided to employees at time of hire (e.g. new hire packages, etc.).</li> </ul> <p>The above information will be documented by Consultant and will be used as a guide for our team, today and in the future.</p>
<b>Resource Level:</b>	HR Specialist and Senior HR Business Partner
<b>Fee:</b>	\$1,650
<b>Invoicing Terms:</b>	Billed in full at the inception of the agreement.

<b>Project #2:</b>	On-Going HR Support Services
<b>Client Project Manager:</b>	Lucas Patzek

<b>Scope:</b>	<p>Consultant will provide the Client with both proactive and reactive HR support on an ongoing basis, with services provided driven by the Client's precise needs.</p> <p>Support can consist of functions at a strategic or administrative level, and may include (but is not limited to):</p> <ul style="list-style-type: none"> <li>• New hire onboarding management, including documentation collection and orientation meetings.</li> <li>• Termination and off-boarding management.</li> <li>• Employee file management.</li> <li>• Employment verifications.</li> <li>• Unemployment paperwork / documentation.</li> <li>• Benefits administration, including:             <ul style="list-style-type: none"> <li>• Adds / terms / changes.</li> <li>• Open enrollment assistance and guidance.</li> <li>• Wellness program administration.</li> <li>• Vendor communications / liaison point.</li> <li>• Monthly benefit invoice reconciliation.</li> <li>• Employee communications, including answering questions and responding to concerns.</li> </ul> </li> <li>• Paid time off (PTO) tracking.</li> <li>• Federal / state/ local compliance guidance.</li> <li>• Performance management processes and annual reviews.</li> <li>• Employee leave administration, including:             <ul style="list-style-type: none"> <li>• Short term disability.</li> <li>• Long term disability.</li> <li>• Leaves of absence.</li> <li>• FMLA.</li> <li>• Medical disability.</li> </ul> </li> <li>• Employee relations issues and concerns.</li> <li>• Organizational development.</li> </ul> <p>Resources provided will align with the type of work performed, with a senior level professional managing strategic functions and a junior level resource providing administrative, transactional support.</p> <p><i>NOTE – Budget estimate accounts for work performed by the primary resource (as referenced), who is expected to consume the majority of hours for said support, as well as oversight and support provided by their leadership team. Where possible and efficient, a junior level resource may also be inserted to provide administrative and transactional support.</i></p>
<b>Resource Level:</b>	HR Specialist and Senior HR Business Partner
<b>Estimated Hours:</b>	15 - 20 hours per month

<b>Initial Budget*:</b>	\$3,200 - \$4,120 per month  *This budget is an estimate of the time and resources needed for the scope of services. Consultant will invoice for actual time incurred, <i>which may vary based on Client needs.</i>
<b>Termination:</b>	Except as provided in the MSA in Section 12, either party may terminate this project upon ninety (90) days' advance written notice (the " <b>Termination Period</b> "). During the Termination Period, Client agrees to pay Consultant a lump sum, based on the same level of work performed by Consultant prior to receiving Client's written notice. The same level of work will be defined by the prior 12-week average from the date of notification. If Client did not work a full 12 weeks, Consultant will average the weeks that Consultant actually performed Services. During the Termination Period, Consultant will continue to provide Services, if desired by Client, and Client agrees to pay the cost for Services that exceed the lump sum amount.
<b>Invoicing Terms:</b>	Consultant shall invoice Client in arrears weekly for time expended in the prior week.

**III. Schedule of Rates** Resource level may vary based on scope of work and/or complexity and time is billed in ¼ hour increments.

Resource Level	Rate Per Hour
HR Coordinator	\$115
HR Specialist	\$140
HR Generalist	\$175
HR Business Partner	\$200
Senior HR Business Partner	\$250
Senior Compensation Manager	\$280
Project Leader - HR	\$315
Practice Leader - HR	\$375

By the signature below of each of their authorized representatives, the parties acknowledge and agree to the terms and provisions of this SOW.



**Client**

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

Title: \_\_\_\_\_

**Consultant**

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

Title: \_\_\_\_\_

# Many Hats, LLC

Bookkeeping & Grantswork  
Amanda J. Kanter, MPH



July 2, 2025

Napa County Resource Conservation District (Napa RCD)  
1303 Jefferson St # 500B  
Napa, CA 94559

Re: On-call Invoicing Specialist

Hello Tatia Wieland & Karime Avalos,

Thank you both for the opportunity to present this proposal for services for Napa County Resource Conservation District (Napa RCD). I enjoyed meeting to learn more about the organization and the scope of the work for this agreement.

We have discussed this as an on-call hourly engagement with the majority of time allocated to invoicing. My current hourly rate is \$60; I am also open to working with Napa RCD on a monthly retainer basis with reduced rates for ongoing engagements of 10 hours or more per month.

Thank you for your time reviewing this proposal and I will look forward to connecting more soon.

Sincerely,

*Amanda Kanter*

Amanda Kanter, MPH  
503.592.3538

## Scope of Work: On-Call Invoicing Specialist

**Overview:** The On-Call Invoicing Specialist will provide professional invoicing and grants management support on an as-needed basis, with a focus on quarterly invoicing for multiple projects, process development, possible implementation of the Instrumentl.com platform, and overall process improvement.

### Key Responsibilities

1. **Quarterly Invoicing:** Generate and submit accurate invoices for 20–25 projects per quarter based on final numbers from the review team. Ensure compliance and coordinate with staff.
2. **Invoicing Process Development:** Analyze manual systems, develop a streamlined process, and create templates and SOPs.
3. **Process Improvement:** Identify improvements, support potential Instrumentl.com implementation, and monitor opportunities for system efficiencies.

### Estimated Time Commitment & Consulting Rate

(60) hours per quarter, primarily focused in April, July, October, and January; variable monthly hours, as needed. Proposed maximum (100) hours total per quarter. **Consulting Rate:** \$60 per hour

### Deliverables

- Completed quarterly invoices
- Documented processes and SOPs
- Process improvement recommendations
- Periodic progress updates; monthly meetings with Napa RCD team
- Other deliverables identified in work agreement

### Additional Services

- Create invoicing schedules and submit invoices for reconciliation of grants & contracts
- Support organization's implementation of grants management platform (i.e. Instrumentl.com)
- Support coordination & review of financial information for current grants, grant proposals, and contracts;
- Provide support for new grant/contracts applications and invoicing requirements





## Napa RCD Scholarship for Emerging Environmental Leaders

The purpose of the Emerging Environmental Leaders Scholarship is to celebrate the contributions of young leaders who have partnered with the Napa County Resource Conservation District (Napa RCD) to voluntarily care for Napa County's land, water, soil, wildlife, and people. As the hub for conservation in our community, Napa RCD is honored to recognize, activate, and empower the next generation of environmental stewards.

This scholarship is open to students graduating from any high school, high school equivalent, or GED program in Napa County.

**Two \$1,000 awards will be granted during the 2024-25 school year.**

### **Eligibility:**

- Must be graduating from a Napa County high school or completing a GED or high school equivalent within Napa County.
- Must be actively enrolling in an accredited two-year (junior/community college) or four-year college/university, vocational program, or a related certificate program.
- Must be committed to a relevant environmental major or course of study.
- Must have completed the scholarship application by the deadline.
- Must provide contact information for 1 person (not a family member) who can attest to your commitment to environmental service. Acceptable contacts can be teachers, coaches, employers, guidance counselors, or others.

**Deadline to apply is 11pm PST, April 30, 2025**

**Priority consideration** will be given to students who have actively participated in Napa RCD programs or activities, beyond required classroom presentations and field trips. Students should record and document all occasions when they have participated in Napa RCD programs.

### **Examples of Napa RCD programs and activities include:**

- Volunteering at a cleanup event such as Earth Day, Coastal Cleanup, or Waterways Keepers
- Volunteering on acorn planting or stewardship days
- Completing an internship
- Volunteering with in other environmental or community health-based activities such as Napa Open Space District, Skyline Park, or the Martha Walker Native Plant Garden/CNPS

We recommend subscribing to Napa RCD's eNewsletter, Facebook, and Instagram pages to stay informed about our programs and activities. Current programs and activities can be found at [NapaRCD.org](https://NapaRCD.org) and @NapaRCD on [Facebook](#) and [Instagram](#).

**To apply please visit [NapaRCD.org/Scholarship](https://NapaRCD.org/Scholarship)**

### Applicant 3

**Educational Goals:** How is this scholarship directly related to your interests and goals for your future? How could this scholarship help you pursue your environmental goals and interests?

My goal is to eventually pursue a career in helping to understand, research, preserve our flora and fauna, especially endangered species, so I thought that an environmental-related scholarship would be a good way to obtain support as I attempt to navigate towards my goal, since college is very expensive.

**Engagement with Napa RCD:** Have they been involved with Napa RCD?

On occasion I attend Napa RCD's volunteer days, and have participated in the Earth Day cleanup, other cleanup events, weed management days like the removal of the French broom in Westwood Hills, and one acorn planting day in which I helped with building the sapling cages. I wanted to take a more active role in helping the environment, and these activities help me do that as well as gain a deeper understanding of what challenges our local environment faces by learning from the Napa RCD staff!

During 2024 I did a 6 month internship with the Napa RCD, wherein I got to learn more about what the staff do (I learned about how one staff member was working to help clear out excess tree saplings that were a fire hazard), help design promotional materials for activities (such as creating images for the Napa RCD's Instagram), and assist volunteers during the volunteer days (like helping them identify which plants were invasive species and which weren't). My favorite part was when I got to help with a Himalayan blackberry weed management day; while helping with the event, I also learned a lot about this invasive species, like how to identify its distinctive leaves and how its deep roots make it resistant to removal. Also, now I know how to identify it I can see it growing everywhere. Overall, the internship was a wonderful experience; not only did I get my first piece of job experience, but I also got to learn more about what goes on in careers related to conservation, which is helpful since I've considered a career in environmental preservation a possible career path for myself.

**Experiences which influenced your interest in the environment:** Do they describe personal experiences which fostered environmental interest?

Since I was young, I've had a fascination with plants and animals I've seen in my family's front and back yards, watching what they do through the seasons. From the seasonal rain and drought cycle, bringing the rapid verdant growth of lawngrass in winter before fading into the dryness of the summer, to the diverse species of weeds that rose up with each rain, from dandelions to bermudagrass to bittercress to panicked willowherb, with them changing every year, to the pillbugs and earthworms crawling across the pavement to get to one patch of dirt to another, to the bees and moths flying in from on high to investigate the garden, if only only a brief moment; despite being a suburban ecological desert, I've found the happenings of the yard beautiful. It inspires me to take action, whatever I can, to help nurture the small community of organisms that exist in my yard by planting native plants where I can. This also inspired me to go out and help and learn about the wider environment as well, which is why I participate in cleanups and weed management days.

**Broader Community Service Involvement:** Is the student involved in additional service-based activities?

Aside from Napa RCD affiliated activities, another other environmental service project that I've been involved in is the Teens for Change club at Vintage High School. I've only done one environment-related activity for the club so far, which was to help remove nonnative weeds growing in the pots inside Vintage's greenhouse. Inside the greenhouse are native plants to be sold in May, which is why removing the weeds is important, since we don't want these rapidly spreading, nonnative species spreading any further. It was also nice helping with the greenhouse because the more native plants people have in their gardens, the better, since they provide support for the animals that evolved to depend on them.

**Awareness & Vision related to Environmental Issues:** Please describe an environmental issue you care about in Napa County? How does this issue affect the community where you live? What related change(s) would you like to see in the future?

One environmental issue that I certainly care about in Napa County would be littering - everywhere I go; I see at least one wrapper, bag, bottle cap, cigarette, or other piece of non-biodegradable refuse laying on the ground or in the water somewhere. Aside from it looking bad, I'm also aware of the dangers that this litter poses to wildlife, with how small pieces can end up in animals' digestive tracts and/or degrade into miniscule microplastics and travel up the food chain. I hope that more people would learn to throw their trash into a garbage can instead of littering, perhaps through an awareness campaign at local areas with posted reminders and such.

**Leadership Role:** What role do you see yourself playing in creating a positive environmental future?

In the future, I'm confident that I will continue to work on my house's front and back yards and add more native plant species to support wildlife, as well as continue to participate in community cleanup and weed management events when I can. I also think that I could also pursue a career related to helping the environment in the future, such as researching what impacts a specific population of flora or fauna and determining the best course of action to conserve those species.

## Applicant 5

**Educational Goals:** How is this scholarship directly related to your interests and goals for your future? How could this scholarship help you pursue your environmental goals and interests?

This scholarship aligns perfectly with my passion for environmental science and my goal of pursuing a career focused on sustainability and conservation. I plan to major in environmental science and work in a field where I can advocate for and implement real-world solutions to climate change and environmental decline. Receiving this scholarship would not only help financially support my education but would also allow me to continue developing my skills and leadership in environmental action. It would fuel my drive to create positive change, especially within local communities like Napa County.

**Engagement with Napa RCD:** Have they been involved with Napa RCD?

Yes, I have participated in volunteer work with Napa County RCD, including tree planting events, earth day cleanups and invasive species removal projects. Planting native trees and restoring natural habitats showed me firsthand how important local conservation efforts are to the health of natural ecosystems. These experiences deepened my understanding of the impact humans can have on environmental restoration and inspired me to stay involved in community-based environmental initiatives.

**Experiences which influenced your interest in the environment:** Do they describe personal experiences which fostered environmental interest?

My interest in the environment started in fourth grade when I learned about deforestation and its role in climate change. That early lesson stayed with me and evolved into a broader passion for environmental advocacy as I grew older. Volunteer experiences, AP Environmental Science coursework, and witnessing local impacts of environmental decline have all strengthened my commitment to protecting natural resources and fighting for a sustainable future.

**Broader Community Service Involvement:** Is the student involved in additional service-based activities?

I am an active member of Napa Schools for Climate Action, where I helped work on a Climate Restoration Resolution to advocate for reducing carbon dioxide levels in the atmosphere. Additionally, I have participated in community cleanups and tree-planting initiatives through various local nonprofits. I am also involved with the Thirst Project as the president, raising awareness and funds to fight the global water crisis and advocate for clean, sustainable water access in developing communities.

**Awareness & Vision related to Environmental Issues:** Please describe an environmental issue you care about in Napa County? How does this issue affect the community where you live? What related change(s) would you like to see in the future?

One environmental issue I care deeply about is wildfire prevention and the loss of native habitats due to fires and invasive species. Wildfires have devastated parts of Napa County, displacing families, threatening wildlife, and impacting air quality. Invasive species also worsen fire risks by contributing flammable vegetation. I would like to see expanded efforts in habitat restoration, native planting, community fire prevention education, and strategic land management. Strengthening these practices can help protect Napa County's ecosystems and make our community more resilient to climate impacts.

**Leadership Role:** What role do you see yourself playing in creating a positive environmental future?

I see myself taking on a leadership role, whether through environmental policy, education, or hands-on conservation work, to inspire others and implement change. I believe that empowering local communities and young people is

essential to solving global environmental challenges. I hope to lead initiatives that promote sustainable practices, environmental justice, and climate resilience.

## Applicant 9

**Educational Goals:** How is this scholarship directly related to your interests and goals for your future? How could this scholarship help you pursue your environmental goals and interests?

The Napa Resource Conservation District Emerging Environmental Leaders Scholarship aligns directly with both my interests and goals for the future, as I will be pursuing a major that is deeply immersed in the climate policy realm, advocating for progressive legislation to implement swift action in addressing global warming and its effects. In particular, I plan to use the scholarship toward my time at Stanford University while taking climate-oriented courses, organizing events for environmental clubs such as Students for a Sustainable Stanford, and giving back to my community by hopefully pursuing a fellowship over next Summer that will focus on organizing a youth leaders program in Napa Valley.

**Engagement with Napa RCD:** Have they been involved with Napa RCD?

I have been involved with the Napa Resource Conservation District in the past! First, I have participated in two field trips relating to my AP Environmental Science class, where we planted acorns in the Alston Park area. Further, I participated as an intern during the Fall of my sophomore year (2022), where I led three Community Oak Planting Days, which included conducting acorn planting demonstrations, assisting with site set-up and clean-up, and in total, planting over 170 acorns across all three volunteering locations. In addition, I worked on designing outreach for the events and created Instagram posts as well as flyers for promotional purposes.

Since my internship, I have consistently promoted volunteering and involvement opportunities through my connections with other various organizations, such as the Environmental Club at Napa High School, and Napa Schools for Climate Action. Regarding my involvement with Napa Schools for Climate Action, recently, I worked with the Board of Directors to advocate for the Napa RCD to pass an official Resolution Endorsement for H.Res.1563, or the Climate Restoration Resolution, which did officially pass. I also assisted in authoring the Resolution language, which was successfully adopted.

**Experiences which influenced your interest in the environment:** Do they describe personal experiences which fostered environmental interest?

Wildfires and I have engaged in an endless game of tag for most of my life. No matter which continent I have lived on, the crackling flames have always caught up with me, leaving behind embers of chaos. Throughout this endless game of tag, I observed how my opponent's natural elements mimicked my journey of transformation, resilience, and growth.

The 2017 Tubbs Fire of Napa County nearly engulfed my life in its ruthless flames—the closest wildfires have ever come to "tagging" me. As the fires burned for weeks, I recall reading news headlines that vividly described the fire's physical state and the damage it had caused.

"The culprits behind starting the flames of the Tubbs Fire were the gusts of wind reaching 70 miles per hour, fueled by global warming. In a split second, the wind's howl permanently altered the path of destruction that the wildfires took."

However, the gusts of wind that transformed my life were not the ones that fueled the Tubbs Fire; instead, it was a short sentence my older sister, Alisa, told me back in 2014 while sitting in the living room of our old apartment in Moscow, Russia. With a quiet yet powerful whisper, she said, "Lilia, Mama just told me we are officially flying away on June 5th."

Despite the growing unease of relocating to the United States without any prior knowledge of English, American customs, and culture, Alisa, my oldest sister Amal, and I weaved a tight-knit support system. Together, we braved the first day of American school, mastered the English language, and blended into a new society while honoring our original culture—diminishing the winds that ignited the flames that threatened to erase our core values in an instant.

"The wind sparked untamable flames that grew between 50 and 100 feet in height, which swallowed every drop of life that crossed their paths, making the Tubbs Fire incredibly deadly."

As I settled into my new community, I witnessed constant environmental degradation, which ignited my internal spark for climate action that mirrored the escalating flames of the Tubbs Fire. I recall observing a monstrous soot-covered factory emitting smoke while driving to Concord, CA. Its pipes followed an intricate pattern that imitated its complex

negative environmental impacts—the smoke was causing immense respiratory illnesses, the byproducts were seeping into the groundwater, and its structure permanently wiped out the pre-existing natural habitat. At that moment, I felt terrified.

While watching the factory fade into the distance, I wondered if our world would ever take responsibility for constantly polluting our planet. However, rather than yielding to my fears, I transformed my anxiety into an enormous blaze of passion by immersing myself in academic environmental science studies, sustainable climate solutions research, and advocacy for urgent governmental response to the climate crisis.

"After 23 treacherous days, the Tubbs Fire was officially contained, leaving behind a scene that provided opportunities for climate restoration, community building, and the evolution of new climate movements in Napa County."

While the Tubbs Fire was successfully extinguished, my flame for climate advocacy only grew stronger as I created sustainable policy projects, youth climate action groups, and environmental restoration events in Napa Valley. The moment I finally realized I "tagged" the fires back was while leading oak planting volunteer days, where I witnessed a little girl exclaim, "Mom, I did it!" after successfully planting her acorn. With hands raised high in the air in celebration, she was met with a tight hug and a smiley congratulations from her mom. In that warm atmosphere, I internally celebrated the tangible positive effect I created within my community, effectively leaving the wildfires defenseless in our game of "tag."

Fueled by my motivation to preserve our environment, my climate activist journey continues as I implement environmental initiatives—whether at home or in my future college community—with devotion, grit, and persistence, ensuring that my game of "tag" with wildfires never sets ablaze again.

**Broader Community Service Involvement:** Is the student involved in additional service-based activities?

Utilizing my passion to create change and positively impact my community within the realm of climate activism, I have involved myself extensively by taking advantage of every incredible opportunity that has come my way.

My most significant role has been my leadership in the student-run organization called Napa Schools for Climate Action, which I have participated in for three years (Co-President 10th, 11th, and President 12th). Throughout my time of participation, our organization has hosted a yearly Creative Piece Contest titled Our Future Is In Your Hands, inviting high schoolers across Napa County to submit pieces that reflect their feelings toward the climate catastrophe, with the top three winners obtaining cash prizes and recognition on social platforms. Additionally, another major initiative that I have led is titled Fossil-Free Future, which focuses on obtaining the goal of net-zero greenhouse gas emissions by or before 2030. We have approached this through successfully advocating for the prohibition on the establishment of new gas stations, and the development of existing infrastructure. Within this project, I initiated 3 bans on new and expanding gas stations in Napa (Moratorium), Yountville (Official Prohibition), and St. Helena (Set Plans). Additionally, Yountville adopted an action to strengthen its Tree Protection Ordinance. Now working toward a Napa-County wide ban to include unincorporated jurisdictions. The third, and final major initiative that I have sparked as a Napa Schools for Climate Action leader is Climate Restoration, which focuses on bringing down atmospheric levels of pollution back to below 300 parts per million. Specifically, after participating in the California Youth Climate Policy Leadership Program (CYCP) I collaborated with the Napa Schools for Climate team to craft a Climate Restoration Resolution for the Napa Valley Unified School District which includes elements of recognizing climate restoration as crucial towards reaching sustainability, reinstating the climate stabilization committee, and implementing a district-wide climate curriculum for high schoolers. Following the resolution's passage in April of 2024, I worked with Congressman Mike Thompson's Legislative analyst in Washington, D.C., last summer to tailor the NVUSD resolution to a federal level. The resolution ended up being introduced into Congress last November, officially titled H.Res.1563 in the 118th Session. Additionally, we had 4 original co-sponsors sign on! As of this year, I am currently working on gaining endorsements from local organizations, as well as more co-sponsorships from Congress members before it is reintroduced this coming Summer!

Now that I have explained my most significant, and impactful climate advocacy role, I will depict my remaining positions directly below!

Cohort 1 Alumni Advocate, California Youth Climate Policy Program, 10th, 11th, and 12th grade: Initiated and crafted a Climate Restoration Resolution that Napa Valley Unified School District passed Apr. '24. Co-authored and published an Op-Ed on SB-1182 (Climate Resilient Schools). Guest spoke at Cohort 2's event, on CapRadio, and during Senator Lena A. Gonzalez's climate event. Surveyed 400+ students for their opinion on the climate crisis

5th Cohort of the Policy Working Group Committee, for the U.S. Youth Action for the United Nations Ocean Decade, 12th grade: Organizing Hill Days 2025: 2-3 climate advocacy days in the White House, hosting 70+ meetings with lawmakers, federal managers, and non-profit leaders, urging officials to support 3-4 climate-focused bills. Collaborating with 14 students on the Policy Working Group Committee while researching climate bills and conducting fundraising for Hill Days.

Co-Founder of the Youth Civic Leadership Program, 11th, 12th grade: Organized, and executed voter registration presentations to 850+ high school students across 3 campuses. Surveyed 330+ students on civic issues and partook in a government forum to advocate for climate-focused leadership. Hosted weekly meetings for 12 fellows, LWV, and NVUSD President (1hr, 20 wks). Tabled at 3 events promoting voter registration.

Student Intern, Office of Congressman Mike Thompson (CA-04), 10th, 11th, grade: Researched nominees for local community leader awards, such as, Woman of the Year and Climate Champions. Completed constituent casework entries, and assisted in resolving CA-04 residents' concerns through phone and in person guidance. Worked on sustainable policy research, and volunteered to assist with set-up and clean-up at local community events.

Student Intern (10th, 11th, Fall of 12th) Executive Committee Secretary (Spring of 12th grade): Planned, organized and carried out 2 family events located in the Napa County Libraries discussing the impact of global warming on monarch butterflies. Assisted with strategizing and arranging Napa Sierra Club community events. Authored an article for the Sierra Club Newsletter describing my experience during the Yale Young Global Scholars Program.

Summer Student Intern, University of California, Berkeley, Lawrence Hall of Science STEM Children's Summer Camps, Summer of 11th grade: Collaborated with staff, educators, and high school student interns while mentoring youth (1st graders) on a journey of investigation, exploration, and discovery of various STEM topics. Assisted in the supervision of campers, preparation and execution of a variety of hands-on lesson plans, and provided essential guidance for campers during lessons.

Co-President of the Napa High School Environmental Club, 9th 10th, 11th, 12th grade: Initiated, planned and hosted a Lorax-themed Earth Day event at the Napa County Library with sustainable arts and crafts for families. Hosted a school-wide used cosmetics drive collecting makeup and skincare packaging, ensuring they are recycled properly. Hosting and arranging bi-weekly meetings promoting climate awareness among Napa High students

Student Member of the LEAP (Leaders for Ethics, Animals, and the Planet) at Jameson Humane Animal Sanctuary, 10th grade: Updated and cleaned various animal enclosures, assisted with the maintenance of the animal sanctuary infrastructure. Took care of rescued animals (sheep, pigs, cows, horses, etc.) and organized a capstone event at Jameson Humane focused on advocating for animal welfare rights. Attended monthly educational workshops on topics such as climate change.

Climate Solutions Student Intern, Climate Restorers Series, 11th, 12th grade: Led by Dr. Phoebe Barnard of the University of Washington, and director John Bowey, the Climate Restorers Series is a 4-part global documentary on climate and ecosystem restoration, focusing on restoring atmospheric pollution levels to below 300 ppm. Working directly with Dr. Phoebe Barnard to concisely summarize Oxford climate research publications into digestible articles. Pursuing a collaborative paper focused on a hopeful narrative for the future of our planet. Designed a mini-series of infographics on aspects of climate change such as climate injustice and the root causes of global warming.

Student Fellow for Civics Unplugged, 12th grade Fall: Authored a 6-page case brief outlining a roadmap for the implementation and development of a state-wide K-12 climate curriculum in California. Designed a "Solvathon" presentation focusing on illustrating various tactics to increase youth voter turnout within the key swing state of Michigan. Attended weekly virtual workshops discussing civic issues.

Student Fellow, now Policy Analyst Intern at the Institute for Youth In Policy, 12th grade: As a fellow, I authored a Policy Review analyzing the impact of climate injustice on the SF Bay Area offering policy solutions, published Oct. '24. Co-authored a Policy Brief on Climate Resilient Infrastructure with 13 other fellows. I attended workshops twice a week. As of Nov. '24, I am a Policy Analyst Intern finalizing the YIP academic journal and conducting promotional outreach to universities.

Student Member & Guest Speaker, Congressional Student Leadership Council, 11th, 12th grade: Assisted in the organization of the 2024 Climate Summit at Sonoma State University. Student Guest Speaker discussing the 2030 net-zero deadline and the concept of climate restoration. Climate Summit included local guest speakers who were environmental leaders and professors. Attended bi-weekly workshops connecting with elected government officials.

COSMOS (California State Summer School for Mathematics and Science) Student Attendee for UC Davis Sustainable Transportation focus, Summer after 10th grade: Researched how the impact of public opinion continues to shape California's Autonomous Vehicle Policy as a part of my official capstone project. Studied Sustainable Transportation, as a part of Cluster 10 with UC Davis Professors and 19 other students. Received a full-ride scholarship to attend the program from the Sierra Club North CA Bay.

Yale Young Global Scholar Student Attendee for the Politics, Law, and Economics focus, Summer after 11th grade: Researched the core principles of climate politics and initiated the implementation of sustainable policies, such as a carbon tax within my group capstone project of creating a political party. Attended lectures, seminars, and a symposium. Received financial aid for the tuition.

Student Enviroleader at Sonoma Garden Park, 9th grade Summer: Engaged in sustainable agriculture practices while collaborating with five other student interns. Performed garden maintenance tasks such as harvesting crops, planting new seeds, and landscaping new park areas.

Napa County Library Student Volunteer, 9th, 10th, 11th, 12th: Assisted in arranging and hosting family/teen events at the Napa County Library, created seasonal sign-up sheets for volunteers, and attended event-brainstorming meetings.

Napa Farmers Market Student Volunteer, 9th, 10th: Performed customer service tasks, such as answering questions and counting the number of people entering the market.

Napa Valley Unified School District Student Advisory Council Member, 12th: Collaborating with Napa Unified School District faculty and students to advise the district on various issues, such as sustainability.

Napa High School Volleyball, 10th (JV), 11th (Varsity): Participated as an active volleyball team member, working on personal skills while helping other players.

**Awareness & Vision related to Environmental Issues:** Please describe an environmental issue you care about in Napa County? How does this issue affect the community where you live? What related change(s) would you like to see in the future?

Greenhouse gas emissions continue to rise, warming our global temperature and increasing both the frequency and intensity of wildfires and droughts that our community endures on a yearly basis.

Our contribution to greenhouse gas emissions needs to reach net-zero by or before the year 2030 in order to not only avoid the increase of our global temperature, but also, prevent critical climate "tipping points" (environmental processes that are currently beneficial, but will be reversed and are only projected to amplify the impacts of climate change) from being flipped.

Tackling the issue of greenhouse gas emissions is a daunting challenge that will require significant cross-sector collaboration among various government institutions, local organizations, community members, and passionate high school students. In addition to mobilizing our community, we need to see a change in governmental policy surrounding the root causes of greenhouse gas emissions in Napa County. One of these causes is the limited accessibility of affordable housing, which forces a large portion of our local population to commute to work from out-of-town locations. Furthermore, we need to enhance the structure of our public transportation while maintaining its clean energy status to reduce the number of single-passenger vehicles on the roads. In addition to these policy changes, our local government must promote the transition to clean energy by building supporting infrastructure and passing initiatives that make electric vehicles affordable to low-income communities.

Hence, the combination of progressive government policy and community involvement will create an environment where greenhouse gas emissions are lowered to net-zero, thereby avoiding the devastating impacts that exacerbated natural disasters, particularly droughts and local wildfires, have on the Napa County community. .

**Leadership Role:** What role do you see yourself playing in creating a positive environmental future?

Policy

This single word will significantly influence my future career. I aspire to enter the legal field, focusing on environmental law to inspire change on a global level.

As I enter my years at Stanford University next year, I look forward to transcending my involvement in local climate organizations and movements into advocacy within the University. In particular, I am thrilled to look forward to applying to the Stanford in Washington D.C. program, where undergraduate students have the opportunity to study abroad in Washington, D.C. for a quarter, take courses simultaneously, and, most importantly, intern for a congressional office. In particular, I will be interning at the Office of Congressman Mike Thompson, aiming to influence the development of policies and initiatives focused on sustainability. Furthermore, my primary objective is to “reach across the aisle” and garner bipartisan support for bills that focus on protecting our precious environment.

Political polarization is a significant contributor to the United States' ongoing stagnation in advancing progressive policies. The so-called “grid lock” that occurs as a result of the two political parties' disagreements over climate change has been incredibly harmful to the world of environmental legislation—and getting an overall agreement as well as opening politician's minds that climate change is and will continue to worsen the living conditions of their constituents. Reaching a congressional consensus over climate policy is my personal goal—and in the future, I will be leveraging every opportunity I receive, every climate-focused organization or program that I come across, and every chance to make a positive difference in the environmental political space, all to push our government officials to enact fast, urgent, and vital climate Policy.



July 8, 2025

**Subject:** Update Regarding Marketing, Communications & Donor Development Project with TOPO Collective

**To:** Board of Directors, Napa County Resource Conservation District

**From:** Frances Knapczyk, Program Director

### **Project Objectives**

Napa RCD is collaborating with TOPO Collective (TOPO) to build a strong foundation for increased donor engagement and community impact. This collaboration represents a significant investment in the long-term growth and financial health of Napa RCD.

The overarching goals of this collaboration are to:

- Strengthen donor engagement strategies, with a focus on major donor cultivation.
- Provide a clear roadmap for implementation of donor engagement strategies, ensuring a structured and efficient approach.
- Enhance communication materials to align with mission and values donor engagement goals
- Create high-quality visual storytelling content that enhances fundraising and communications.

### **Project Task Updates**

#### **1. Discovery & Strategic Planning**

Working with staff and Napa RCD's Funding and Visibility Committee, TOPO conducted a comprehensive assessment of our current communications and fundraising efforts. They analyzed existing materials and fundraising activities, audience engagement insights, and recommendations from current donors.

As a result of the discovery and planning, TOPO identified and presented key opportunities to enhance branding, marketing and storytelling, including better integration of photos, updated fonts, and use of icons and brandmarks.

They have worked with Monique to do some foundational enhancements to our branding on our website and social media. They are currently developing a business card template that will go to print in July.

TOPO also developed a strategic framework to guide fund development activities. Their primary recommendation was that given our minimal experience with donor development, we should initially focus on major donors. TOPO will facilitate a monthly meeting of a working group focused on organizing donor information and outreach to potential donors, and then build tools and systems as our needs are better revealed.

## **2. Fundraising Program Development**

TOPO facilitated the kick-off of the donor working group in June. Bruce, Jen, Balkis, Lucas, and Frances will participate in the donor working group. Since the first meeting, TOPO worked with staff to populate a new database of 9 donor prospects, which contains information about interests, connections, and primary Napa RCD contact. Team is planning to reach out to 5-6 of these prospects by end of July to request meeting to discuss donations or Napa RCD's donor strategy. TOPO will draft the email meeting request, as well as meeting script. Based on group discussion, TOPO has drafted 2 1-page hand-outs to share with donors during the first round of meetings. These hand-outs provide an overview of Napa RCD's mission and services, and provide compelling reasons why donors should give.

## **3. Visual Storytelling Development**

This component focuses on creating powerful video narratives around three key program areas—Watershed, Youth, and Forest Health Programs. These stories will support fundraising efforts, increase community understanding, and strengthen our overall communications through a content library that can be used across digital and in-person platforms. So far, TOPO has collected footage from a high school field trip coordinated by Napa RCD, and will be working on building out a video for this program in the coming months.