



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

AGENDA

When: Thursday, December 11, 2025 at 8:00 A.M.

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

Bruce Barge President	Paul Asmuth Vice President	Allison Day Director	Jim Lincoln Director	Jennifer Putnam Director	Gretchen Stranzl McCann Director	Karen Turjanis Director
		Lucas Patzek Executive Director	Sabrina Wolfson District Counsel	Tracy Schulze Auditor-Controller		

GENERAL INFORMATION

The Napa County Resource Conservation District (“Napa RCD” or “District”) will hold a regular meeting of its Board of Directors in-person at the location noted above. All materials relating to the agenda are available for public inspection at the District office Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M., except for District Holidays. The agenda is available online at: <http://naparcd.org/>

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

Via videoconference at:

<https://us02web.zoom.us/j/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.prg by 4:00 P.M. on the day prior to the meeting with "Public Comment" as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 350 words or less, which corresponds to approximately 3 minutes or less of speaking time. Public comments emailed after the deadline described above will be entered into the record but not read out loud. If authors of the written correspondence would like to speak, they are free to do so and should raise their hand and the Chair will call upon them at the appropriate time.

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

1. CALL TO ORDER

- A. **Call to Order and Roll Call** – The meeting is to be called to order by the Chair at 8:00 A.M.
- B. **Approval of the Agenda** – 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. **Approval of Minutes from the November 13, 2025 Regular Meeting.**
- B. **Ratification of Bills Approved by the Executive Director.**
- C. **Approval of Regular District Bills from November 2025.**

D. Authorize Executive Director to Execute the Napa County Weed Management Area (WMA) Memorandum of Understanding and Any Amendments.

The Napa County Weed Management Area is being reestablished through a multi-agency Memorandum of Understanding (MOU). The WMA will serve as a collaborative forum for public agencies, private land managers, and nonprofit partners to coordinate the prevention, detection, and control of noxious weeds and invasive plants in Napa County. Staff recommends that the Board authorize the Executive Director to execute the MOU, and any amendments thereto, on behalf of the District.

E. Authorize Executive Director to Execute Amendment No. 1 to Agreement No. 2024012 with the California Association of Resource Conservation Districts (CARCD), and Any Future Amendments.

Napa RCD entered into Agreement No. 2024012 with CARCD in September 2023 to support workforce development for Napa RCD staff. Amendment No. 1 increases the total budget from \$38,646.28 to \$56,146.28 and revises the deliverables under the original Agreement. Staff recommends that the Board authorize the Executive Director to execute Amendment No. 1 and any additional amendments to the Agreement as needed.

F. Authorize Executive Director to Execute an Agreement with Grace Dougan Consulting Inc., and Any Amendments.

Authorize the Executive Director to execute an Agreement with Grace Dougan Consulting Inc. for on-call invoicing and grants management support. Services will include quarterly invoicing for multiple projects and support for the development and refinement of financial processes. Billing will be on an hourly basis, with an estimated level of effort of 60 hours per quarter. Staff recommends that the Board authorize the Executive Director to execute the Agreement and any amendments thereto. The previously executed agreement with Many Hats LLC for these services has been terminated.

4. REGULAR AGENDA

A. Presentation: Napa County Groundwater Sustainability Agency (GSA). *Jamison Crosby & Miguel Garcia*

Jamison Crosby, Natural Resources Conservation Manager with Napa County, will provide an overview of the GSA's work to implement the Groundwater Sustainability Plan (GSP) for the Napa Valley Subbasin. Miguel Garcia, Napa RCD staff and member of the GSA's Technical Advisory Group (TAG), will also present on the TAG's role and recent technical findings supporting GSP implementation.

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

C. USDA NRCS Report.

D. Executive Director's Report. *Lucas Patzek*

E. Directors' Reports. *Any Director*

F. Discussion: Board Roles in External Engagement and Agenda Planning. *Bruce Barge*

The Board will engage in a structured discussion to clarify expectations and strengthen shared practices in two areas: (1) representing the RCD when interacting with guest speakers, partner agencies, and other external stakeholders, and (2) bringing forward topics or issues for future Board agendas. Staff will provide prompt questions to guide the discussion.

5. ADJOURNMENT



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

MINUTES

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

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

Bruce Barge President	Paul Asmuth Vice President	Allison Day Director	Jim Lincoln Director	Gretchen Stranzl McCann Director	Jennifer Putnam Director	Karen Turjanis Director
		Lucas Patzek Executive Director	Sabrina Wolfson District Counsel	Tracy Schulze Auditor-Controller		

1. CALL TO ORDER, ROLL CALL

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

A. Call to order and roll call.

Directors present included Bruce Barge, Allison Day, Jim Lincoln, Gretchen Stranzl McCann, and Karen Turjanis. Associate Director Joseph Nordlinger was present. Associate Director Patrick Gorman and Bryan Parker were present online. District Counsel Sabrina Wolfson was present. Napa RCD staff present included Lucas Patzek, Frances Knapczyk, Alison Blodorn, Ashley Kvitek, and Tatia Wieland.

B. Approval of the agenda.

Approved the agenda for this meeting.

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

2. PUBLIC COMMENT

Arya Adhye of Napa Schools for Climate Action expressed appreciation to the Board for endorsing Representative Thompson's Congressional Climate Restoration Resolution, H.Res.1563.

3. CONSENT AGENDA

Approved the consent agenda.

Director Lincoln abstained from item A.

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

- A. Approve minutes from the October 8, 2025 regular meeting.**
- B. Ratify bills approved by the Executive Director.**
- C. Approve regular District bills from October 2025.**
- D. Authorize Executive Director to Execute Amendments and Subcontracts Related to Humboldt RCD North Coast Wildfire Resilience Program.**

4. REGULAR AGENDA

A. Presentation: Napa Firewise – Goals, Programs, and Partnership.

Joe Nordlinger, CEO of Napa Firewise, presented on the Napa Firewise organization.

Discussion was turned over to the Board. Individual members provided comments, questions, and considerations regarding the update.

B. Presentation: District Volunteer Programming.

Ashley Kvittek, Napa RCD Senior Project Manager, presented on the District's volunteer programs.

Discussion was turned over to the Board. Individual members provided comments, questions, and considerations regarding the update

C. Financial Reports Review.

Tatia Wieland, Napa RCD Finance & Administration Manager, provided the report.

Discussion was turned over to the Board. Individual members provided comments, questions, and considerations regarding the update

D. Delegate Appointment for CARCD Annual Membership Meeting

Approved the designation of any Director as the delegate and alternate delegate for CARCD Annual Membership Meeting.

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

E. Executive Director's Report.

Executive Director Luca Patzek reported that the District's offices would reopen today.

Program Director Frances Knapczyk presented a fund development update.

F. Directors' Reports.

Director Day reported that the District's digital strategy was nearing finalization.

President Barge provided an update on the progress of The Napa RiverLine Project.

5. ADJOURNMENT

The meeting was adjourned at 9:29 A.M.

The next regularly scheduled meeting for the Board of Directors of the Napa County Resource Conservation District is December 11, 2025.

Summary of Expenditures for November 2025

Ratify Regular

\$56,353.06

Total Expenditures

\$56,353.06

Bills Report Dec Meeting/Nov Bills											
Check Date	Check #	Vendor #	Vendor Name	Object	PL Project	Activity	Subcategory	Amount	Invoice	Line Description	
11/10/2025	1123934	17990	Special Dist Risk Ma	52700	RCD	ADMIN	RCD	\$142.50	79424	Add Insured Certificate Sept25	
11/25/2025	38665	101469	Gallagher Benefit Se	52100	RCD	ADMIN	RCD	\$1,945.00	INV2528524	HR Support Services Oct 2025	
11/25/2025	1125601	101262	North Valley Labor C	52490	RCD2024017	4 SMALLBAR	Implement	\$450.00	005710	Labor Comply Cameros Crk Oct	
11/25/2025	38660	100599	Bdo Fma, Llc	52100	RCD	ADMIN	RCD	\$2,431.00	500057066	Employee Recruit Svc Aug 25	
11/25/2025	38667	101469	Gallagher Benefit Se	52100	RCD	ADMIN	RCD	\$2,245.00	INV2529308	HR Support Services Nov 2025	
11/25/2025	38636	29405	Kaiser Permanente	21205	RCD	ADMIN	RCD	\$16,003.87	620300572759	Kaiser Insur Dec '25 plan 57	
11/25/2025	38637	29405	Kaiser Permanente	21205	RCD	ADMIN	RCD	\$824.65	134133619952	Kaiser Insur Dec '25 plan 33	
11/25/2025	1125595	100597	Dogwood Springs Fore	52490	RCD2021036	Planning	Planning	\$67.50	378	General Proj Support Oct 2025	
11/25/2025	1125497	2076	Napa Valley Unified	52490	RCD2025033	Highschool	YouthEd	\$305.80	INV26-00318	Field Trip Transport. Skyline	
11/10/2025	1123933	17990	Special Dist Risk Ma	51405	RCD	ADMIN	RCD	\$6,253.97	79100	Workers Comp Audit Adj	
11/25/2025	1125496	2076	Napa Valley Unified	52490	RCD2025033	Highschool	YouthEd	\$364.00	INV26-00297	Field Trip Transport. Skyline	
11/25/2025	38666	101469	Gallagher Benefit Se	52100	RCD	ADMIN	RCD	\$2,526.25	INV2528887	HR Support Services Oct 2025	
11/25/2025	38653	40176	Endsight	52130	RCD	ADMIN	RCD	\$138.75	10049587	IT End User Support Oct 2025	
11/25/2025	38646	35310	Theodore L. Edwards,	52605	RCD	ADMIN	RCD	\$6,033.00	Dec 2025 TE	Office Lease 1303 Jeff Dec 25	
11/25/2025	1125602	101262	North Valley Labor C	52490	RCD2024017	3 SULPHUR	Implement	\$825.00	005711	Labor Comply Sulphur Crk Oct	
11/25/2025	1125567	40363	Wra, Inc.	52490	RCD2024017	3 SULPHUR	Implement	\$15,689.11	30144 - 58748	SulphurCrk FishPass Oct 2025	
11/10/2025	1123985	100520	Canon Financial Serv	52600	RCD	ADMIN	RCD	\$107.66	42095975	Color Copier Oct 2025	
								\$56,353.06			

Summary of Expenditures for November 2025

Regular

\$461,432.11

Total Expenditures

\$ 461,432.11

Bills Report Dec Meeting/Nov Bills

Vendor #	Vendor Name	Object	PL Project	Activity	Subcategory	Invoice Date	Invoice	Amount	Line Description
100199	Alta	52490	RCD2023022	CWPP	Planning	11/14/2025	2025 - 370	\$1,291.95	Westwood Fuel Red. Oct 2025
40176	Endsight	52130	RCD	ADMIN	RCD	11/17/2025	10049923	\$2,121.01	Network Support - Nov 2025
101689	Principal Life Insurance Company	51400	RCD	ADMIN	RCD	11/17/2025	45992	\$1,303.40	Principal Dental Prem Dec '25
101469	Gallagher Benefit Services	52100	RCD	ADMIN	RCD	11/19/2025	INV2529544	\$2,350.00	HR Support Services Nov 2025
7732	State Water Resources Control Board	52840	RCD2024017	3 SULPHUR	Implement	11/19/2025	WD-0302854	\$563.00	Annual Permit Fee SulpherCreek
4067	US Bank	21105	RCD	Admin	RCD	11/24/2025	11.25CALCARD	\$6,297.05	Nov 2025 CalCard Credit Card
101469	Gallagher Benefit Services	52100	RCD	ADMIN	RCD	11/26/2025	INV2529887	\$2,990.00	HR Support Services Nov 2025
102357	TOPO Collective	52490	RCD2024023	4CMTY	CmtyEngage	11/20/2025	771	\$570.00	Outreach Photo/Video Support
102357	TOPO Collective	52490	RCD	Admin	RCD	11/20/2025	772	\$918.75	Organization Outreach Support
102357	TOPO Collective	52490	RCD	Admin	RCD	11/20/2025	773	\$4,462.50	Fundraising Strategy Support
100520	Canon Financial Services, Inc.	52600	RCD	ADMIN	RCD	11/30/2025	42260751	\$107.66	Color Copier 11/20/25-12/19/25
100520	Canon Financial Services, Inc.	52600	RCD	Admin	RCD	11/30/2025	42260751	\$12.03	Copier CA Prop Tax Dec 2025
101262	North Valley Labor Compliance Services	52490	RCD2024017	3 SULPHUR	Implement	11/30/2025	005732	\$750.00	Labor Comply Sulphur Crk Nov
101469	Gallagher Benefit Services	52100	RCD	ADMIN	RCD	12/3/2025	INV2530134	\$1,657.50	HR Support Services Nov 2025
34020	Hanford ARC	52490	RCD2024017	3 SULPHUR	Implement	12/1/2025	4132502.06	\$416,241.21	SulphurCrk FishPass Nov 2025
32576	Prunuske Chatham, Inc	52490	RCD2024017	1 PICKLE	Planning	11/25/2025	2025381	\$5,062.25	Fish Passage Design Oct 2025
32576	Prunuske Chatham, Inc	52490	RCD2024017	2 SODA	Planning	11/25/2025	2025381	\$3,104.00	Fish Passage Design Oct 2025
100573	Middletown Rancheria	52490	RCD2024017	3 SULPHUR	Implement	11/21/2025	AR1703	\$1,552.20	Culture Monitor SulphurCrk
100573	Middletown Rancheria	52490	RCD2024017	3 SULPHUR	Implement	12/2/2025	AR1704	\$2,960.91	Culture Monitor SulphurCrk
100573	Middletown Rancheria	52490	RCD2024017	3 SULPHUR	Implement	12/2/2025	AR1706	\$6,876.69	Culture Monitor SulphurCrk
40176	Endsight	52130	RCD	ADMIN	RCD	11/30/2025	10050896	\$240.00	User Support - Nov 2025
								\$461,432.11	



Subject: Napa County Weed Management Area (WMA) - Memorandum of Understanding
To: Board of Directors, Napa County Resource Conservation District
From: Lucas Patzek, Executive Director
Date: December 11, 2025

Recommendation

Staff recommends that the Board authorize the Executive Director to execute the Memorandum of Understanding establishing the Napa County Weed Management Area (WMA).

Summary

The Napa County Resource Conservation District (RCD) recently received a grant award from the California Department of Food and Agriculture (CDFA), pursuant to California Food and Agricultural Code Section 7271(c)(1), to establish, develop, and maintain Weed Management Areas (WMAs) and implement integrated weed management plans. Under this grant, the RCD will lead the revitalization of the dormant Napa County WMA, which had been inactive since the pandemic and the 2020 wildfire season.

Reestablishing the WMA requires executing a new Memorandum of Understanding (MOU) with participating member agencies and organizations. Board authorization is needed for the Executive Director to execute the MOU on the District's behalf.

Discussion

The Napa County WMA historically served the entire county and previously developed both a Memorandum of Understanding and an Integrated Pest Management (IPM) plan before becoming inactive. Through the CDFA WMA grant, the RCD will:

- Revitalize the WMA and reconvene member agencies, organizations, and partners.
- Execute a new MOU to formalize participation and shared commitments.
- Update the existing IPM plan to establish current priorities for invasive weed removal, prevention, and educational outreach across Napa County.

The purpose of the reestablished WMA is to coordinate efforts across the public, private, and nonprofit sectors to exclude, detect, eradicate, and suppress noxious weeds and invasive exotic plants using an integrated and collaborative approach. Achieving these goals requires shared planning, joint action, and consistent communication among members.

Local agencies have identified several priority focus areas for the revitalized WMA, including:

- Advising on county and municipal Integrated Pest Management (IPM) policies that align

Napa County Resource Conservation District

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

(707) 690-3110, NapaRCD.org

with statewide models.

- Providing public education and technical assistance on priority invasive plant species.
- Advancing member capacity through knowledge-sharing and coordinated stewardship practices.

Under the new MOU, members commit to working together to raise public awareness of invasive plant impacts, implement good land stewardship practices, and develop a Strategic Plan to guide the WMA's goals and actions.

Fiscal Impact

None at this time. Grant funding from CDFA and a Joint Powers Agreement with Napa County support WMA coordination activities.

Environmental Review

Not a project under CEQA.

Recommended Action

Authorize the Executive Director to execute the Memorandum of Understanding establishing the Napa County Weed Management Area (WMA).

Memorandum of Understanding

Napa Weed Management Area

This Memorandum of Understanding (MOU) is made and entered into by and among the Napa County Resource Conservation District, an independent special district of the State of California, Napa County, a political subdivision of the State of California, and all other signatories (“MEMBERS”).

I. PURPOSE.

The purpose of this MOU is to reestablish a Napa Weed Management Area (NWMA). The MEMBERS desire to work together within the scope of their respective authorities toward a common goal of excluding, detecting, eradicating, and suppressing noxious weeds and invasive exotic plants in Napa County using an integrated approach. The MEMBERS agree that achieving this goal requires collaborative planning and action by the public, private, and non-profit sectors. The MEMBERS commit to working towards this goal by coordinating efforts to advance knowledge and skills, implement good land stewardship practices, and raise public awareness of invasive plants and their impact on local ecosystems and the economy. The MEMBERS will develop a Strategic Plan to prioritize their goals and guide their actions.

II. AUTHORITY.

MEMBERS are entering into this MOU pursuant to the California Food and Agricultural Code section 7272, subd. (b), which states:

A “weed management area” is a local organization that brings together all interested landowners, land managers (private, city, county, state, and federal), special districts, and the public in a county or other geographical area for the purpose of coordinating and combining their actions and expertise to deal with their common weed control problems. The organization shall function under the authority of a mutually developed memorandum of understanding and subject to statutory and regulatory requirements. A weed management area may be voluntarily governed by a chairperson or a Steering Committee.

III. RESPONSIBILITIES.

It is mutually agreed and understood by the MEMBERS that:

- A. MEMBERS activities will be guided by the principles and methods of integrated pest management (IPM), and will comply with all local, state, and federal laws on the use of pesticides. IPM is a holistic strategy that combines various physical, cultural, chemical, and preventive methods to prevent, contain, control, or eradicate undesirable plant species or groups of species in a manner that is economically and environmentally sound.
- B. All decisions will be made by a majority vote and the presence of a quorum. At least 51% of the MEMBERS shall constitute a quorum.
- C. MEMBERS will establish a Steering Committee composed of not less than three (3) and no more than five (5) representatives of the MEMBERS. The composition of the Steering Committee will be determined at the first meeting of each even year. In the event of a resignation before the end of their term, MEMBERS may appoint a replacement Steering Committee representative to complete the remainder of the term. The purpose of the Steering Committee will be to:
 - i. Manage collaboration tools for communication, document-sharing, and more;
 - ii. Plan and facilitate regular meetings;
 - iii. Coordinate the development of and any revisions to a Strategic Plan;
 - iv. Monitor progress in implementing the Strategic Plan;
 - v. Identify one or more MEMBERS to research, prepare applications for, and manage grant funding for projects involving multiple partners; and
 - vi. Provide general leadership.
- D. MEMBERS will develop, document, and implement a Strategic Plan to prevent the introduction, establishment, and spread of noxious weeds and invasive exotic plants in Napa County.
- E. MEMBERS will meet quarterly to report findings and accomplishments and update priorities.
- F. Each MEMBER shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this MOU.

- G. This MOU may be revised as necessary by the execution of a written amendment signed and dated by a majority of the MEMBERS. At a minimum, this MOU will be reviewed every five (5) years and revised if necessary.
- H. Any MEMBER may terminate its participation in this MOU by providing to the Steering Committee 30 days written notice of its intent to withdraw.
- I. New MEMBERS may be added to the MOU by a majority of the MEMBERS. To accommodate new MEMBERS the MOU would be revised as described in Section G, above. It is the intent that the NWMA remain open and inclusive of all organizations and individuals who wish to work cooperatively on invasive weed issues. All meetings are open to the public and those who are not MEMBERS may participate and provide input.
- J. This MOU may be executed in one or more counterparts, each of which shall be deemed an original.
- K. This MOU in no way restricts the involved MEMBERS from participating in similar agreements and/or activities with other public or private agencies, organizations, or individuals.
- L. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the MEMBERS to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the MEMBERS and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority.
- M. Each MEMBER shall perform its responsibilities and activities described herein as an independent contractor and not as an officer agent, servant, or employee of any of the other MEMBERS hereto. Each MEMBER shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the MEMBERS.

IV. TERM.

This MOU shall be effective upon execution of a Signature Page by a minimum of three (3) MEMBERS and as of the date when the third MEMBER has signed the MOU. This MOU shall remain in effect as long as a minimum of three (3) MEMBERS are participating or until a majority of the members vote to terminate it.

V. INDEMNIFICATION.

Each MEMBER shall defend, indemnify and hold harmless each of the other MEMBERS, their officers, employees, and agents from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions by the indemnifying MEMBERS, their officers, agents, or employees.

VI. GOVERNING LAW.

This MOU is made under and shall be governed by the laws of the State of California.

VII. ENTIRE AGREEMENT.

This agreement is the entire agreement between the MEMBERS. Each MEMBER to this agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any other MEMBER, except as those promises, and agreements contained in it.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

SIGNATURE PAGE

In witness hereof, the parties hereto agree to the terms of this MOU:

Napa County, a Political Subdivision of the State of California

Anne Cottrell, Chair of the Board of Supervisors

Date: _____

Address: _____

Phone: _____

Email: _____

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>November 20, 2025</u></p> <p>1060.000 2025.3301</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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CAL FIRE RCD Workforce Development Project
Subawardee: Napa County Resource Conservation District (RCD)

PROJECT TOTAL:	\$38,646.28
Salaries and wages	\$19,848.38
Fringe/Benefits	\$11,459.59
Contractual	\$0.00
Supplies	\$0.00
Travel	\$3,923.31
Other	\$3,415.00
Estimated Match:	\$5,000.00
Awardee/Contractor Organization:	Napa County Resource Conservation District
Awardee/Contractor Project Manager:	Bill Birmingham, Bill@naparcd.org
CARCD Grant Manager:	Sierra Riker, sierra-riker@carcd.org
CARCD Office Manager:	Mary Scheid, accounting@carcd.org
CARCD Unique Entity ID:	MPYESGP2U9F5
CARCD's Source of Funds:	State of California Department of Forestry and Fire Protection (CAL FIRE), HQ Resource Management/Wood Products and Bioenergy Program, Grant 8GA22013
Are these Federal Pass-through funds?	No
Invoicing Period:	Quarterly (December, March, June, September), due by the 15 th of the next month
Reporting Period:	Quarterly (December, March, June, September), due by the 15 th of the next month
All funds must be expended and final Reports are due no later than:	February 28, 2029
Budget note:	

Invoicing: Submit invoices as often as monthly but not less than quarterly. Please submit by uploading them to the [shared drive](#) (link also found below) into the pertinent quarter's folder (e.g. for invoices reflecting the costs from 07/01/23 – 09/31/23 upload them into the 093123 folder). Save the invoice as "<RCDNAME>_WD_<INVOICE-END-DATE>". Please ensure the file name for any documents uploaded start with your RCD NAME. Invoices must be submitted on Subawardee letterhead with the date, amount, period, amount of time worked, and very short description of services included. Documentation of services rendered is required for payment, including but not limited to: timecards, receipts, invoices from subcontractors, photos, web links, and outreach and technical assistance materials generated. CARCD is required to retain timecards on file for 7 years.

Invoices Drive Link:

https://drive.google.com/drive/folders/1A3ffuWO9VG-nDxIyuXmjSTfyjYh38RUR?usp=drive_link



Personnel Record Keeping/Timesheets: Please ensure that activity reports (timesheets) support salary and wages, and fringe benefit expenditures. Activity reports (timesheets) must contain the following information:

- Employee Name
- Employee Title
- Time base/number of hours worked per month
- Project/program identifier
- Hours worked per day per program
- Time period (month/year)
- Description of activities performed for each identified project/program
- Signature and date by both employee and supervisor

Reporting: Progress reports, including the expenditure of matching funds, are required on a quarterly basis. Reporting will be done via the invoicing and reporting form owned by the CARCD Grant Manager. Participation in regular check-in calls with Contractor’s CARCD Grant Manager is mandatory. If reporting is not completed promptly, CARCD reserves the right to cancel the subawardee agreement and redistribute remaining funds.

Match Documentation Requirements: This grant agreement requires match funds and documentation of match funds. Please adhere to all reporting documents and templates. All match funds need to be documented throughout the Project.

RCDs will provide an estimated \$104,865.00 of match total to support the completion of this project.

Amador RCD has secured \$2,500 of NACD TA Assistance Funding. Butte County RCD has secured \$2,500 of NACD TA Assistance Funding. Butte County RCD pledged \$10,000 in match, Napa County RCD pledged \$5,000 in match, Placer RCD pledged \$5,190 in match, RCD of Santa Cruz County pledged \$6,000 in match, RCD of Tehama County pledged \$5,000 in match, San Mateo RCD pledged \$3,000 in match, Solano RCD pledged \$13,175 in match, Trinity County RCD pledged \$10,000 in match, Western Shasta RCD pledged \$5,000 in match, and Ventura County RCD pledged \$40,000 in match.

Signing this Cover Letter signifies that the above stipulations are acknowledged, and Subawardee agrees to these conditions.

A handwritten signature in blue ink, appearing to read "Z. Pate", is written over a horizontal line.

4/8/2024

Project Manager Signature

Date



**CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS
AGREEMENT FOR SERVICE OF INDEPENDENT CONTRACTOR**

This AGREEMENT made on 9/8/23 between

CLIENT:

California Association of Resource Conservation Districts
1007 7th St, #414, Sacramento, CA 95814
Contact: Sophia Lemmo
Sophia-lemmo@carcd.org

and

CONTRACTOR:

Napa County Resource Conservation District
1303 Jefferson St. Suite 500B, Napa, CA 94559
Contact: Lucas Patzek, Executive Director
lucas@naparcd.org

ARTICLE 1. PARTIES

Designated representatives listed below. Changes in designated representatives shall be made solely by advance written notice to the other party.

Party	Position	Name	Contact
Client	Interim Executive Director	Nancy Wahl-Scheurich	(831) 287-5363; nancy-wahlscheurich@carcd.org
Client	Program/Grant Manager	Sophia Lemmo	(530) 510-3686; Sophia-lemmo@carcd.org
Client	Grant Manager	Sierra Riker	(928) 699-9335; Sierra-riker@carcd.org
Contractor	Executive Director	Lucas Patzek	707.690-3119; lucas@naparcd.org
Contractor	Principal Program Manager, Forestry	Ali Blodorn	707.690-3115; ali@naparcd.org
Contractor	Conservation Program Manager	Bill Birmingham	707.690-3116; bill@naparcd.org

ARTICLE 2. PURPOSE OF AGREEMENT

Napa County RCD (Contractor) is entering into this Agreement and the Grant Funds shall be used only for the purpose of assisting CARCD (Client) with the project generally described as: “RCD Workforce Development Project” (Project).



The term “STATE” means the State of California, Department of Forestry and Fire Protection (CAL FIRE).

ARTICLE 3. TERM OF CONTRACT

This Agreement will become effective on September 8, 2023 and will continue until February 28, 2029 unless terminated in accordance with the provisions of this Agreement.

ARTICLE 4. NOTICES

Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepared with return receipt requested or delivered by email to the email addresses listed in this Agreement. Mailed and emailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph or to such other address as a party may later designate by giving to the other party written notice of the designation. Notices delivered personally will be deemed as of actual receipt. Mailed notices shall be deemed served as of five days after mailing

ARTICLE 5. SCOPE OF SERVICES

Napa County RCD agrees to provide services to CARCD in accordance with Exhibit A (Scope of Work) attached hereto and made a part hereof by this reference.

Compensation

Section 5.1 Contractor shall be paid for performance under this agreement in accordance with Scope of Work attached hereto and made a part hereof by this reference (the “Work”). Contractor shall perform the Work and complete the deliverables outlined in the Scope of Work for an amount not to exceed a total of \$38,646.28. Upon completion of deliverables and final reporting stipulated in the Scope of Work, Contractor will invoice for all work completed within the scope of the contract no more than once per month. Billing shall be by invoice and shall be delivered to the address for Client shown in the introductory paragraph above.

Contractor will work with Client to plan and execute tasks and duties outlined in the Scope of Work (EXHIBIT A). Scope of Work changes must be requested in writing to Client no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to Client approval and, at its discretion, Client may choose to accept or deny changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. Client will respond in writing as to whether the proposed changes are accepted.

Amendments to the funding amount or Agreement term require an amendment in writing and must be requested in writing to the CARCD Grant Manager or designee no later than sixty (60)



calendar days prior to the requested implementation date. Amendments are subject to Client approval, and, at its discretion, Client may choose to accept or deny these changes. No amendments are possible after the Agreement has expired.

Independent Contractor Status

Section 5.2 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal employee tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

RCD shall maintain workers compensation and liability insurance coverage throughout the term of this Agreement.

Standard of Performance

Section 5.3 Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature that Contractor delivers to Client pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the California conservation planning profession. Contractor shall correct or revise any errors or omissions, at Client's request without additional compensation.

Permits and/or licenses shall be obtained and maintained by Contractor throughout the term of this Agreement at no additional cost to Client.

Conditions of Contract

Section 5.4 Client's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- A. Contractor shall have reviewed and accepted all stated monitoring and reporting requirements (as applicable). Contractor agrees to quarterly project reporting and quarterly invoicing, including matching funds, and agrees to utilize Client's shared spreadsheet and Google Drive as mentioned on the cover sheet.
- B. Contractor certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- C. Contractor shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, state, and federal environmental laws. A copy of the



certified CEQA document must be provided to Client and STATE before any Grant Funds are made available for any Project activity that could directly impact the environment (e.g., cutting, piling or burning brush, masticating, dozer work, etc.). CEQA compliance shall be completed before September 6, 2024. Grant Funds will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g., project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).

- D. Contractor shall permit periodic site visits by representative(s) of Client and STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion
- E. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award the grant award # 8GA22013 shall serve as an agent or employee of Contractor including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

Employment of Assistants

Section 5.5 Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. Client may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of those assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

Program Acknowledgement/Recognition

Section 5.6 All Workforce Development Grant projects must clearly display, identify and label themselves as being funded by CAL FIRE. Acknowledgements must contain the CAL FIRE logo as well as the following statement:

"Funding for this project provided by the California Department of Forestry and Fire Protection's Workforce Development Program."

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

Workers' Compensation

Section 5.7. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.



ARTICLE 6. DISBURSEMENTS

Upon satisfaction of all of the Conditions of Agreement set forth above, and so long as Contractor is not in breach or default under this Agreement, Client agrees to disburse the Grant Funds to Contractor, in arrears, in installments as set forth in this agreement. Disbursements shall be made not more frequently than monthly and not less frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as specified in this agreement.

Contractor shall request disbursement of Grant Funds by submitting both an invoice and a report to Client for approved budgeted work (EXHIBIT B – Budget) performed on the Project. Disbursement shall be contingent upon approval of the disbursement request by the Client.

The invoice must be submitted on Contractor's letterhead, signed by an authorized representative of Contractor. Invoices must be itemized using the same Categories numbers included in the attached Budget (EXHIBIT B - Budget). Each invoice shall be accompanied by supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Contractor staff time shown by number of hours worked and hourly rate, and all sub-contractor services/invoices. Additionally, materials generated with this grant money, including all outreach and technical assistance materials for electronic or printed dissemination, must be submitted with the invoice. A report must include a written description of all work completed during the period of the invoice and will be provided to the Grant Manager via email.

A. Allowable Costs

A cost is allowable if it directly relates to the approved project and is incurred solely to advance work under this Agreement. Allowable costs may include salaries and wages, fringe benefits, consultant services, travel, subcontractors and materials, and training.

Expenditures must conform to CAL FIRE program requirements, be made in compliance with federal and state laws and regulations as applicable, and be:

- Necessary and reasonable for proper and efficient performance and administration of the project.
- Authorized or not prohibited under federal, state or local laws or regulations.
- Consistent with policies, regulations, and procedures that apply uniformly to both federal and state funds and other activities of the governmental unit
- Determined in accordance with generally accepted accounting principles.
- Adequately documented.

B. Unallowable Costs

A cost is unallowable if it does not comply with applicable cost principles, program requirements, or other terms and conditions of this Agreement. A cost is also unallowable if it does not solely benefit the project, is not contained in the approved Scope of Work, or is not necessary and reasonable to advance the work of the project. Unallowable costs will not be reimbursed.

C. Indirect Cost Rate

Indirect costs are limited to a maximum of twenty-five percent (25%) of the total amount of Salary and Wages plus Fringe Benefits plus Supplies. Indirect costs may not be increased from the originally approved budget amount and must be included in the billed rates for Salary and Wages. This also applies to the Contractor's subcontractors/consultants.

D. Invoicing

Contractor shall submit invoices, payment requests, and reports electronically to Client's Office and Grant Manager via Google Drive (linked on cover page).

Contractor shall reimburse Client for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Client.

Contractor shall be responsible for all cost and expenses incident to the performance of services for Client, including but not limited to, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other of Contractor's cost of doing business.

ARTICLE 7. OBLIGATIONS OF CONTRACTOR

Taxes

Section 7.1. Client shall not be responsible for paying any taxes on Contractor's behalf, and should Client be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly pay all taxes when due. In the event that Contractor fails to pay when due all taxes for which it is legally responsible and Client must do so, Contractor shall reimburse Client for the full value of such paid taxes, plus interest and penalty, if any. By entering into this Agreement, Contractor attests that Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

As Contractor is not Client's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- Client will not withhold FICA (Social Security) from Contractor's payments
- Client will not make state or federal unemployment insurance contributions on behalf of Contractor
- Client will not withhold state or federal income tax from payments to Contractor
- Client will not make disability insurance contributions on behalf of Contractor
- Client will not obtain workers' compensation insurance on behalf of Contractor

Conflict of Interest



Section 7.2. Contractor hereby covenants to the fact that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement Contractor further covenants that in its performance of its obligations under this Agreement, no person having any such interest shall be employed by Contractor.

Tools and Instrumentality

Section 7.3. Contractor will supply all tools and instrumentalities required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from Client. Contractor agrees to return all properties belonging to Client, including records. Equipment purchased using Grant Funds, wholly or in part, must be used by the Contractor for the project which it was acquired. The STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. The Contractor shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by the STATE and the Client. Equipment purchased using Grant Funds cannot be used as collateral, financed, or sold without prior written approval from the STATE and Client. Equipment purchased must be approved by Client and STATE prior to purchase. If equipment purchases are not pre-approved, Client will not reimburse Contractor for such purchase.

Responsibilities of CARCD

Section 7.4. Client shall provide all information reasonably necessary for Contractor to perform the services required herein.

Records, Audit, Review

Section 7.5. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of the profession and shall maintain such records for at least seven (7) years after final disbursement by Client. During such time, Contractor shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Client shall be borne by Contractor. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs. All accounting records shall be kept in accordance with generally accepted accounting practices. Contractor shall cooperate with the Client in responding to any public information requests under the California Open Records Act or the Federal Freedom of Information Act.

Funding provided in this Agreement, from Client via CAL FIRE Workforce Development Grant: RCD Workforce Development Project, 8GA22013. Recipients of Grant Funds pursuant to California Public Resources Code Section 4799.05 shall abide by the provisions in this Agreement.



Indemnification and Insurance

Section 7.6. Contractor hereby agrees to defend, indemnify and hold harmless Client and to procure and maintain the insurance coverage described in this Agreement.

ARTICLE 8. OBLIGATIONS OF CLIENT

Representation by Napa County Resource Conservation District

Section 8.1. By entering into this agreement, Napa County Resource Conservation District attests and represents that neither Contractor nor any principal, officer, agent, employee, representative, or owner of Contractor has been convicted of a felony criminal violation under Federal or State law in 24 months preceding the date of this Agreement.

Nonexclusive Agreement

Section 8.2. Contractor understands and agrees that this is not an exclusive Agreement and that Client shall have the right to negotiate with and enter into contracts with other providing the same or similar services as those provided by Contractor at Client's sole discretion.

Assignment

Section 8.3. Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without prior consent of Client. Any attempts to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for Termination of this Agreement

Project Completion and Final Reporting

Section 8.4. Project completion under this Agreement is March 31, 2029. Final reporting and final invoices shall be submitted by Contractor to Client no later than February 28, 2029. The Agreement will be completed upon final receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues. The final report shall show the total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. Contractor must report to Client all sources of other funds for the Project. If this provision is deemed to be violated, the State will request an audit of Contractor and Client and can delay the disbursement of funds until the matter is resolved.

ARTICLE 9. TERMINATION OF AGREEMENT

By CARCD

Client may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for Client's convenience or because of a failure of Contractor to fulfill the



obligations herein. Upon receipt of notice, Contractor shall immediately discontinue all services (unless the notice directs otherwise) and deliver to Client all data, estimates, graphs, summaries, reports, and all other records, documents, or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether complete or in process.

A. For convenience

Client may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify Client as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the Client shall pay Contractor for service satisfactorily performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to the Client such financial information as in the judgment of Client is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the parties shall make reasonable good faith efforts to resolve the dispute. If these efforts fail, the dispute shall be submitted to binding arbitration pursuant to the arbitration provision set forth below. If any action at law or equity, including an arbitration proceeding or an action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each party will pay its own attorney's fees. The foregoing is cumulative and shall not affect any right or remedy which the Client may have in law or equity.

B. For cause

Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the Client may, at its sole discretion, terminate this Agreement by written notice, which shall be effective upon receipt by Contractor.

By RCD

Should the Client fail to pay Contractor all or any part of the payment set forth in this Agreement, Contractor may, at its sole option, terminate this Agreement if such failure is not remedied by the Client within thirty (30) days of written notice to Client of such late payment.

ARTICLE 10. GENERAL PROVISIONS

Arbitration

Section 10.1. Any arbitration requested by either party to resolve a dispute under this Agreement shall be conducted by a single arbitrator ("Arbitrator"). Selection of the Arbitrator shall be by mutual agreement of the parties to the dispute, or by a Superior Court judge with jurisdiction over the dispute if the parties cannot agree to an Arbitrator within thirty (30) days of any party's written submittal of the Arbitrator's name and qualifications to the other parties to the dispute, and arbitration of the dispute shall be conducted pursuant to Code of Civil Procedure sections



1280 et seq., or their successor statutes. The Arbitrator shall be a lawyer in good standing with the California Bar Association, licensed to practice law in California. The California Code of Civil Procedure and the California Evidence Code shall apply to all arbitration proceedings. The venue for arbitration shall be Sacramento, California. The Arbitrator is authorized to permit reasonable discovery, including but not limited to depositions, document request, interrogatories and requests for admission. The Arbitrator shall be authorized to hear and decide motions for summary judgment, motions in limine, and other similar procedural motions. Prior to the arbitration hearing, the parties shall exchange witness lists and shall be entitled to make pre-hearing motions and to depose expert witnesses. The Arbitrator shall be authorized to award compensatory damages, declaratory relief, specific performance, or injunctive relief. The Arbitrator shall not have the authority to commit errors of law or fact or of legal reasoning. Any judicial review of the arbitration decision shall be governed by the California Code of Civil Procedure except that the parties expressly grant the court the authority to correct errors of law and fact and of legal reasoning to modify the Arbitrator's award to avoid errors law or fact or of legal reasoning.

The Arbitrator shall provide a statement of decision, stating the facts and law upon which the Arbitrator based the decision, upon the request of either party prior to or at the conclusion of the hearing. Any decision of the Arbitrator shall be final and binding on the parties. The prevailing party, provided that there is a prevailing party as determined by the Arbitrator, shall be entitled to an award of that party's attorney's fees and legal costs incurred in the arbitration. The Arbitrator's fees and costs shall be borne by the non-prevailing party or, if the Arbitrator is unable to determine a prevailing party, shall be shared equally by all parties to the arbitration.

Non-Discrimination

Section 10.2. The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. The Contractor shall not discriminate against any person on any of these bases.

The Contractor will also agree to the terms of the Nondiscrimination Compliance Statement form (STD. 19). Terms are:

Unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave.

The Contractor must comply with the drug-free environment standards pursuant to 5151-5160 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421. The Contractor also



agrees to maintain requirements relating to a drug-free workplace as outlined in Exhibit C – Drug-Free Workplace Requirements.

Section Headings

Section 10.3. The headings used in this Agreement shall be for convenience only and shall not affect the meaning, construction, or interpretation of the contents of the individual sections.

Severability

Section 10.4. If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Remedies Not Exclusive

Section 10.5. No remedy herein conferred upon or reserved to Client is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

Time is of the Essence

Section 10.6. Time is of the essence in this Agreement and each covenant and term is a condition herein.

No Waiver of Default

Section 10.7. No delay or omission of the Client to exercise any right or power upon the occurrence of any event or default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this Agreement to the Client shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Client.

Entire Agreement and Amendment

Section 10.8. In conjunction with the matters considered herein, this Agreement and the accompanying exhibits contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature whatsoever, hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.



Successors and Assigns

Section 10.9. All representations, covenants, and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

Compliance with Law

Section 10.10. Contractor shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Client, whether the Client is a party thereto or not, that Client has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and the Client.

California Law

Section 10.11. This Agreement shall be governed by the laws of the State of California. Any arbitration, litigation, or other legal proceeding regarding this Agreement or its contents shall be filed and maintained in the County of Sacramento, if in state court, the court nearest to Sacramento County, if in federal court, the U.S. Court of California Central Division.

Execution in Counterparts

Section 10.12. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

Authority

Section 10.13. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entities, persons, or firms, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully met. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

Precedence



Section 10.14. In the event of a conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Drug Free Work Environment

Section 10.15. The Contractor must comply with the drug-free environment standards pursuant to 5151-5160 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421. The Contractor also agrees to maintain requirements relating to a drug-free workplace as outlined in Exhibit C – Drug-Free Workplace Requirements.

ARTICLE 11. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each Client and Contractor. Each party shall sign two counterparts of this Agreement.

ARTICLE 12. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

- EXHIBIT A – Scope of Work
- EXHIBIT B – Budget
- EXHIBIT C - Drug-Free Workplace Requirements

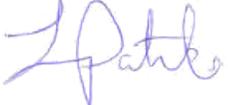
CLIENT	CONTRACTOR
Nancy Wahl-Scheurich, Executive Director	Lucas Patzek, Executive Director
California Association of Resource Conservation Districts	Napa County Resource Conservation District
By:	Signed: 
Taxpayer ID No. 94-1553749	Taxpayer ID No. 94-1569332

Exhibit A – Scope of Work

Over the past few years, Napa RCD have been building up our internal technical expertise to an increased pace and scale of forest health and fire resilience work. This includes supporting



landowners in planning (e.g., FMP development, environmental compliance, permitting) and implementing vegetation management activities aimed at improving forest health and wildfire resilience. We are also in the early stages of exploring PBA development for our county, and looking to support landowners with the implementation of "good fire" on their properties to further forest health and fire resilience goals. These funds will support two staff that are currently working under an RPF and are working towards their RPF license. Additionally, two staff have their FF2 certification and will pursue towards burn boss certifications. This funding would provide much needed resources to support Napa RCD staff in receiving licenses and certifications needed to carry out this work. This is critical to increasing the pace and scale work that we are able to do in our county and in collaboration with neighboring counties, allowing us to work towards the critical goals laid out by the state (e.g. California Wildfire & Forest Resilience Task Force, 30x30). Without this funding, we are limited in the amount of staff time that we can support to pursue these trainings and certifications with existing grants and/or general operating funds.

List of Deliverables

**All deliverables which require passing of an exam to attain need only to show test receipt or proof to demonstrate fulfillment of the deliverable*

- 2 Registered Professional Forester (RPF) licenses
- 3 Fire Effects Monitor (FEMO) certifications
- 3 Firing Boss (FIRB) certifications
- 3 California Prescribed Fire Burn Boss (CARX) certifications

As a result of these trainings and this workforce development, 3 forest-sector workers are trained.



Exhibit B – Budget

Napa County RCD	Preliminary Budget	BRIEF, narrative description of what is included in budget	TOTAL	Match	BRIEF, narrative description of source of match
Salaries and wages	\$19,848.38	Staff time working towards certifications (the hours to cover trainings, tests, etc)	\$0.00	\$5,000	Department of Conservation Regional Forest and Fire Capacity Program grant; NACD Technical Assistance Grant; Napa County direct award to Napa RCD
Benefits	\$11,459.59	Same as above	\$0.00		
Contractual	\$0.00		\$0.00		
Supplies	\$0.00		\$0.00		
Travel	\$3,923.31	Travel to trainings, etc	\$0.00		
Other	\$3,415.00	Training fees and licenses	\$0.00		
TOTAL	\$38,646.28		\$38,646.28	\$5,000	



Exhibit C - Drug-Free Workplace Requirements

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs, and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

- (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;



(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT
AGREEMENT NO. 2025034**

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 GRACE DOUGAN CONSULTING, A CALIFORNIA S CORPORATION located at 104 Cobblestone Court, Novato, CA (“**CONTRACTOR**”). The “**Effective Date**” of this Agreement is December 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; and

WHEREAS, NCRCD desires to retain CONTRACTOR to provide professional invoicing, grants management, and financial systems and process improvement services; 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 December 31, 2027 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 FIFTY THOUSAND DOLLARS (\$50,000.00) for professional services expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NCRCD of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the NCRCD 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
707-690-3119

CONTRACTOR
Grace Dougan Consulting
Attn: Grace Dougan
104 Cobblestone Court
Novato, CA 94945
grace@gracedouganconsulting.com
415-827-9648

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) 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 some of the services under this Agreement are supported, in whole or in part, by federal funding. CONTRACTOR shall fully cooperate with NCRCD to meet any requirements, whether directly or indirectly imposed by any federal funding agency under which NCRCD is performing work. CONTRACTOR shall comply with all applicable terms and conditions set forth in Exhibit "C," including, without limitation, reporting, documentation, and audit obligations. CONTRACTOR shall promptly notify NCRCD if it becomes aware of any circumstances that could result in noncompliance with federal requirements.

[Signatures on following page]

IN WITNESS WHEREOF, this the Parties have executed this Agreement as of the date last written below.

"CONTRACTOR" GRACE DOUGAN CONSULTING

By: _____ Date: _____
GRACE DOUGAN, CEO

"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

Upon written request by NCRCD's Finance and Administration Manager, CONTRACTOR will provide professional invoicing, grants management, and financial process improvement support on an as-needed basis. Services will focus on quarterly invoicing for multiple projects, process development, and overall financial process improvement.

Key Responsibilities

1. **Quarterly Invoicing** - CONTRACTOR will prepare and submit accurate invoices for 20-25 projects per quarter, based on final numbers provided by the review team. CONTRACTOR will ensure compliance with applicable requirements and coordinate with NCRCD staff as needed.
2. **Invoicing SOPs and Templates** - CONTRACTOR will assess existing manual systems, design a streamlined invoicing process, and develop templates and Standard Operating Procedures (SOPs).
3. **System Improvement Recommendations** - CONTRACTOR will identify potential improvements to NCRCD's financial systems, policies, and procedures, and support implementation of agreed-upon improvements.

Deliverables and Collaboration

- **Quarterly Invoices**
 - CONTRACTOR will deliver accurate invoices for each assigned project on a quarterly basis.
 - NCRCD will provide approved financial information necessary to support invoice preparation in a timely manner. Any delays in CONTRACTOR deliverables caused by NCRCD's failure to provide complete and accurate information shall be the responsibility of NCRCD.
 - CONTRACTOR and NCRCD will collaborate to outline a workplan, which may be revised by mutual agreement to optimize workflows and outcomes.
- **Invoicing SOPs and Templates**
 - CONTRACTOR will develop written SOPs and templates for the invoicing process.
 - NCRCD will provide access to existing SOPs, workflows, and other relevant information to support this work.
- **System Improvement Recommendations**
 - CONTRACTOR will provide written recommendations for improvements to NCRCD's financial systems, policies, and procedures.
 - NCRCD will include CONTRACTOR in systems development discussions, as appropriate, to inform recommendations and implementation.

EXHIBIT "B"

BUDGET & COMPENSATION

I. BUDGET

The total payment for services and expenses under this Agreement shall not exceed \$50,000.00.

II. COMPENSATION

Personnel

CONTRACTOR shall bill NCRCD, and NCRCD shall compensate CONTRACTOR at a rate of \$70/hour for Remote Bookkeeping and \$105/hour for Account Manager.

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.

Outside Option 1



The image is a composite. The left side is a solid blue vertical panel. At the top of this panel is a circular logo with the text 'CONSERVE PROTECT RESTORE' around the perimeter. Inside the circle, it says 'NAPA CAL' with 'ESTD 1945' on either side, and a stylized leaf icon at the bottom. Below the circle, the text 'NAPA RCD' is followed by the leaf icon. Underneath that, the contact information is listed: 'CONTACT US TO MAKE A LASTING IMPACT:', '(707)690-3110 / NapaRCD.org', '1303 Jefferson Street, Suite 500B', and 'Napa, CA 94559'. The right side of the image is a photograph of a river flowing through a wooded area. The trees have some autumn-colored leaves. The sky is blue with light clouds. The water reflects the sky and trees. In the bottom right corner of the photograph, the 'NAPA RCD' logo and leaf icon are overlaid.

Folder Inside

The Napa Resource Conservation District (RCD) provides environmental expertise to help our community preserve our land, water and habitat.

Since 1945, we have partnered with communities, youth, landowners, and agricultural producers to conserve Napa's natural resources and inspire future stewards. Through technical assistance, education, monitoring, funding, and hands-on support we create more resilient landscapes that sustain both people and wildlife.

TOGETHER, WE CAN SHAPE THE FUTURE

Your support will directly enable us to

Expand regenerative agriculture program benefiting Napa County's farmers and farm lands.

Foster meaningful connections between youth, families, and the environment.

Strengthen water resource management practices ensuring long-term sustainability for communities, ag, and ecosystems.

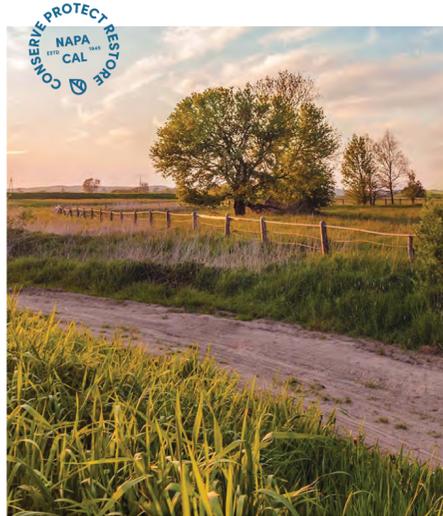
Increase community involvement in tangible restoration and conservation projects.

Enhance wildfire resilience through targeted forest and land stewardship initiatives.

Expand educational initiatives that inspire lifelong environmental stewardship.

STRATEGIC GOALS FOR NAPA COUNTY

We envision Napa County as a vibrant example of sustainability, balancing ecological health, agricultural vitality, and community well-being. Our goals for



DONOR SUPPORT AT WORK

Donor support fuels real impact in Napa County

Supported regenerative practices across 1,000 acres in 2024-25 — significantly enhancing soil quality, water efficiency, and agricultural productivity.

Reduced wildfire risk through forest stewardship and restoration projects benefiting Napa County

REGENERATIVE AGRICULTURE

Securing the Future of Napa County Agriculture



CONTACT US TO MAKE A LASTING IMPACT:
(707)690-3110 / NapaRCD.org
1303 Jefferson Street, Suite 500B
Napa, CA 94559

NAPA RCD

Let's Conserve Together



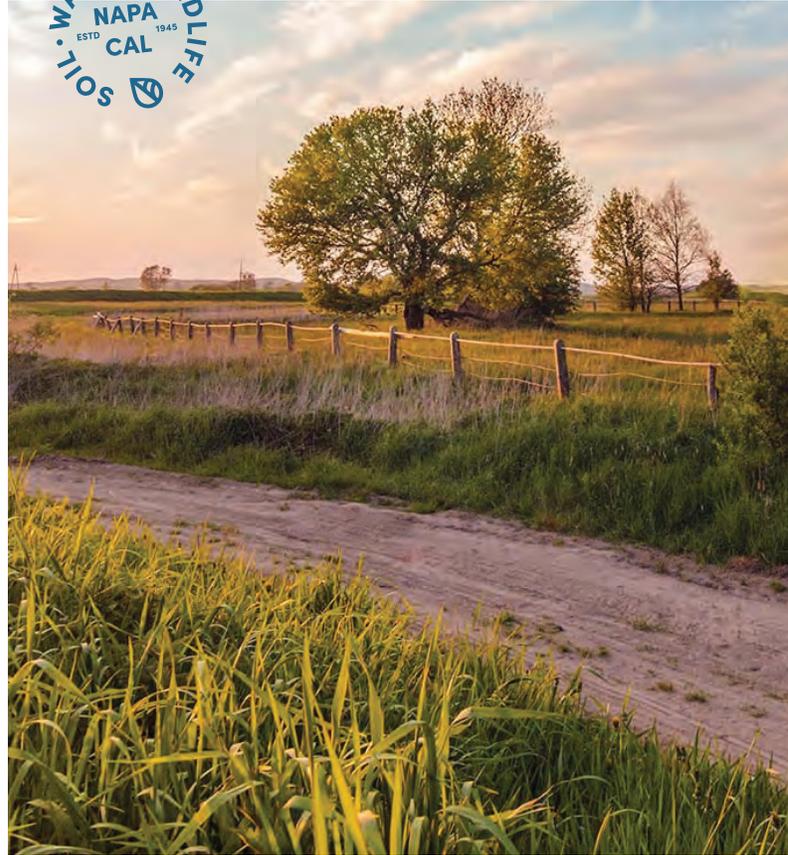
NAPA
RCD 



The Napa County Resource Conservation District (Napa RCD) provides environmental expertise to help our community conserve our land, water and habitat.

Since 1945, we have been a trusted partner, serving Napa County's diverse population - including agricultural producers, landowners, and community members - by providing the expertise and resources needed for a resilient environment.

We envision Napa County as a vibrant example of sustainability, balancing ecological health, agricultural vitality, and community well-being.



TOGETHER, WE CAN SHAPE THE FUTURE

Your support will directly enable us to

Inspire a Community of Stewards: Foster meaningful, lifelong connections between the people of Napa County and their environment.

Sustain Agricultural Vitality: Promote widespread adoption of practices that build soil health, conserve water, and increase farm resilience.

Create Wildfire-Resilient Landscapes: Enhance forest health and steward critical lands to protect our communities and ecosystems from catastrophic fire.

Ensure Water Security and Thriving Ecosystems: Protect and restore our watersheds, ensuring reliable, high-quality water for all users and safeguarding habitats.



CONTACT US TO MAKE A LASTING IMPACT:
(707)690-3110 / NapaRCD.org / Lucas@NapaRCD.org

DONOR SUPPORT AT WORK

Based on data from 2024-2025

Supported 1,000 acres of regenerative agriculture, resulting in significantly enhanced soil quality and water efficiency.

We worked with the community to improve forest health, wildfire resilience, and wildlife habitat, improving 643 acres, planting 1,817 native plants, and providing hands-on guidance to 75 landowners.

Provided critical monitoring of miles of stream to track impact of restoration activities and take pulse of watershed health.

1,454 youth participated in hands-on environmental projects, inspiring the next generation of conservation leaders.

923 community members volunteered with Napa RCD to help protect wildlife habitats, restore waterways, and promote local biodiversity.

Inclusive educational programs fostering lasting connections to nature and environmental responsibility — including 725 adults who participated in our programs.

COMMUNITY & YOUTH

Support the Future of Napa County



NAPA
RCD 

COMMUNITY & YOUTH

We connect young people and community members to the land, water, soil, and wildlife that define our county. By fostering environmental stewardship through education, hands-on projects, and volunteer opportunities, we are helping to shape a more resilient Napa County for today and for generations to come.

SUPPORTING OUR NEXT GENERATION & COMMUNITY

School Programs - To build connection to nature and conservation careers, we focus on getting youth outdoors and involved in stewardship.

Napa RCD Scholarship - We invest in young leaders who have volunteered to care for Napa County's land, water, soil, wildlife, and people.

Internships - We provide opportunities for high school youth to develop career skills, gain work experience, and lead meaningful environmental projects in our community.

Workshops & Events - We inspire residents to take stewardship into their own hands through engaging tours, workshops, and events.

Volunteer Programs - We organize volunteers to support our many programs. We offer a variety of volunteer opportunities, from one-time experiences to ongoing community science projects.



CONTACT US TO MAKE A LASTING IMPACT:
(707)690-3110 / NapaRCD.org / Lucas@NapaRCD.org



A TRACK RECORD OF IMPACT & COMMUNITY LEADERSHIP

Each year:

1,400+ youth engage in time outside connecting to nature and stewardship careers.

900+ people participate in projects protecting wildlife habitats, restoring waterways, and promoting local biodiversity.

700+ adults enrolled in hands-on education programs focused on practical tips for environmental stewardship.

“For as long as I can remember, stewarding the land has been a focus for me and my family. When I first came to work with Napa RCD on soil health and irrigation in our vineyard, I thought of them as a resource. But as I learned more about them, I realized they could be my partner and help me achieve my goal of fieldtrips for local youth on my property.”

- Steve Rasmussen, Palisades Canyon Wines

REGENERATIVE AGRICULTURE

Securing the Future of Napa County Agriculture

REGENERATIVE AGRICULTURE

We assist farmers and ranchers with enhancing irrigation systems, soil health practices, and wildlife habitat.

SUSTAINABILITY AT WORK

Irrigation - Napa RCD conducts irrigation assessments for vineyards focused on measuring uniformity of irrigation water applied throughout vineyards across the county.

Soil Health - We offer Soil Health Assessments to evaluate chemical, biological, and physical soil properties.

Habitat Projects - We partner with farmers and ranchers to plan, fund, and create habitat on working lands.

Carbon Farming - We help farmers create plans that boost soil carbon, cut emissions, and enhance climate resilience on their land.



CONTACT US TO MAKE A LASTING IMPACT:
(707)690-3110 / NapaRCD.org / Lucas@NapaRCD.org



KEY PROJECTS

Each Year:

We assist **50+ growers** with improving irrigation and soil health practices.

We help to bring **\$100,000+ in Healthy Soils funds** to underserved farmers and ranchers in Napa County to support practices that improve climate resilience of their farms.

We provide Spanish-language training on soil health and irrigation efficiency to over **300+ farmworkers**.

We help establish **30+ acres of on-farm habitat** to benefit threatened monarch butterflies and many other native species.

“Even before seeing the report, just spending time in the field with RCD staff gave me so much information about improvements I could make in the vineyard to give better water distribution, and to manage this important resource.”

- Sharon Hodges, Mogambo Vineyards

WATERSHED HEALTH

Support Napa's Vital Ecosystems & Biodiversity

WATERSHED HEALTH

Our work helps restore habitat, improve water quality and quantity, and recharge aquifers for our community, farms, and ecosystems.

KEY INITIATIVES THAT SUPPORT OUR WATERSHED

Fish Barrier Removals - We identify, prioritize, and remove barriers that threaten the survival of Napa's native fish, giving them a chance at recovery and long-term survival and supporting healthier, more resilient ecosystems for all wildlife that depend on healthy waterways.

Water Quality Monitoring - We are responsible for monitoring surface water quality to better understand and address the ecological side effects of human activity in our watershed.

Habitat Restoration - We plan and implement critical habitat restoration projects, improving native habitat and ecosystem health that benefits our communities and wildlife.

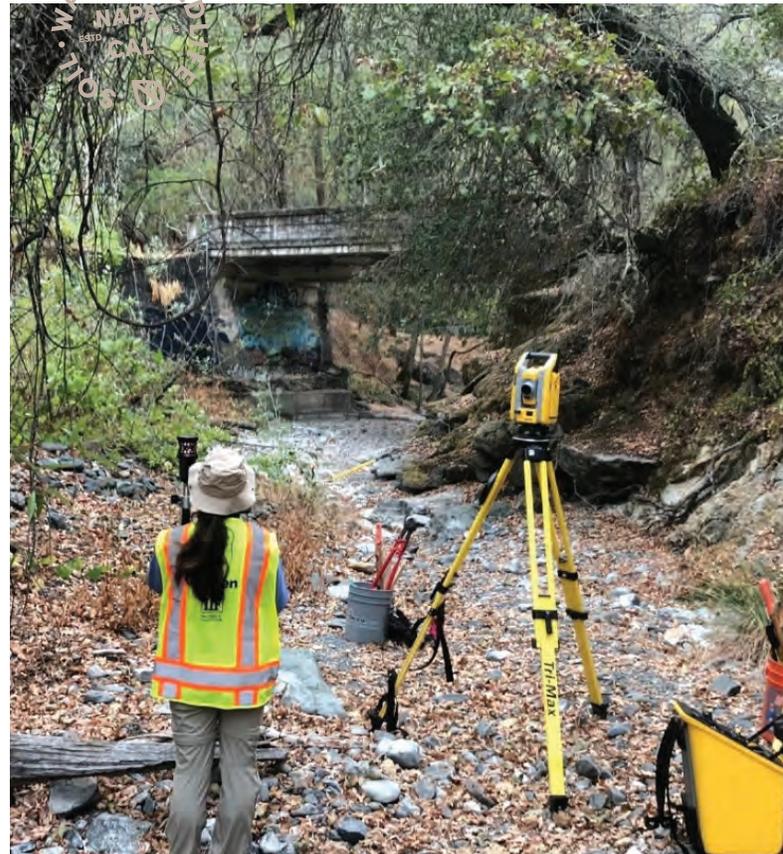
Fish Monitoring - Leading efforts to track fish populations, guide management and recovery of steelhead and Chinook salmon, and measure ecological responses to habitat restoration.

Streamflow Monitoring - Napa RCD operates and maintains stream gauges to track flow patterns, improve understanding of watershed behavior, and support sound water management and infrastructure planning.

Road Storm Proofing - Erosion prevention and “storm-proofing” of unpaved roads can have an immediate benefit to stream systems by reducing sediment input.



CONTACT US TO MAKE A LASTING IMPACT:
(707)690-3110 / NapaRCD.org / Lucas@NapaRCD.org



OUR RESTORATION EFFORTS

We have **raised over \$7M in funding** to remove 5 fish passage barriers, develop plans to remove 2 barriers, and prioritize 35 additional barriers for future project development.

To date, we have tripled the number of miles from 43 to **129 miles of high-quality spawning and rearing habitat** that salmon are able to access through partnerships, creativity, and strategy.

We have **provided critical monitoring** of miles of stream to track the impact of restoration activities and take the pulse of watershed health.

“We’ve done several projects on our property with Napa RCD staff to support biodiversity. They always provide intelligence, experience, and integrity.”

- Amy Garden, Napa County resident

FOREST HEALTH

Together for Healthy, Resilient Forests

FOREST HEALTH

Working together with local land stewards, we're restoring healthy forests that are resilient to wildfire, support biodiversity, and foster community safety.

STEWARDING OUR FORESTS AND LAND ACROSS NAPA COUNTY

Forest Management - We work closely with land managers to understand their needs, develop plans suited for their properties, and secure financial assistance needed to improve forest health and wildfire resilience.

Wildfire Recovery - We provide site-specific technical assistance to fire-impacted land managers through site visits and connections to financial assistance for post-fire recovery.

Oak Restoration - We support landowners and local partners in planting and caring for native oak trees, a "keystone species" that provide invaluable ecosystem services, on vineyards, parks and open spaces, residential, municipal, and school sites.

Napa Prescribed Burn Association - We support and coordinate a county-wide volunteer-based mutual aid group dedicated to responsibly using prescribed fire to reduce the risk of catastrophic fire and to restore forest health.

Inner Coast Collaborative - We manage a regional partnership that spans 5,500 square miles across Colusa, Lake, Napa, Solano, Sonoma, and Yolo counties, improving forest health and fire resilience through regional coordination and planning, building a pipeline of shovel-ready projects, and capacity building.



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OUR ACHIEVEMENTS

Based on data from 2024-2025

We improved forest health and fire resilience in partnership with landowners and land managers, **treating 642.75 acres and planting 1,817 plants.**

We provided hands-on assistance to **75 landowners.**

We built capacity and momentum around prescribed fire, **engaging 200 community members** through the Napa Prescribed Burn Association.

By 2027, we will have developed a Regional Priority Plan, resulting in a living Project Portfolio across the six-county Inner Coast region that facilitates regional collaboration, funding, and the implementation of multi-benefit projects at scale.

“The Napa PBA adds a new ‘tool’ to our ‘toolbox’ to keep our forests healthy and to reduce the risk of catastrophic wildfires. I’m excited we can bring this extremely effective, community-based approach to our county.”

- Fred Seavey, Napa PBA Steering Committee, Landowner

Thank You Card



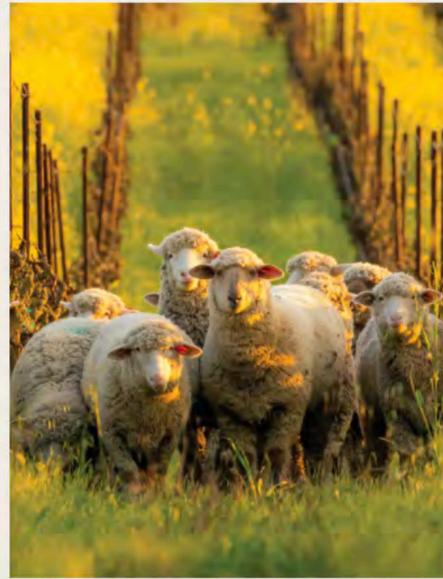
Thank You Cards



THANK YOU



THANK YOU



THANK YOU



THANK YOU



THANK YOU

Huichica Creek Project Webpage / Draft

Calendar Agenda Donate English

Our Services Community & Youth Resources Get Involved About

NAPA RCD

Huichica Creek Riparian and Salt Marsh Restoration Project



History of Huichica Creek

The Napa County Resource Conservation District (Napa RCD) owns approximately 21 acres of property in the lower Huichica Creek watershed in Napa County. Over the past century, the property's use has shifted from a commercial dairy, to a demonstration vineyard, and now to its current role as an evolving habitat restoration site.

Early maps from the 1840s-1900s show Huichica Creek as a meandering stream flowing through a broad floodplain before reaching salt marsh and tidal sloughs. As the landscape was converted for grazing and later winegrape production, the creek channel was straightened and confined, which reduced habitat and altered natural floodplain processes.

Huichica Creek flows from the Mayacamas Mountains through the vineyards and into the tidal wetlands of San Pablo Bay, supporting diverse plant and wildlife species unique to the Bay Area.

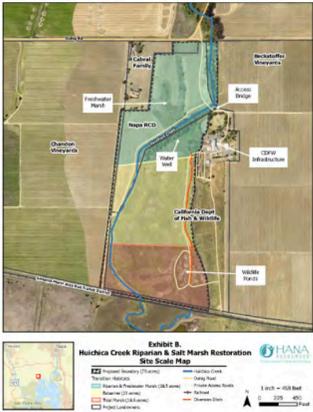


Exhibit B. Huichica Creek Riparian & Salt Marsh Restoration Site Scale Map

Legend:
Napa RCD Property (Green)
Floodplain (Light Green)
Channel (Blue)
Salt Marsh (Dark Green)
Wineyard (Yellow)
Vineyard (Light Yellow)
Access Road (Grey)
CDRW Infrastructure (Red)
Wetland (Dark Blue)
Napa RCD Property (Green)

Scale: 1 inch = 100 feet
0 25 50 75 100 feet

Prompt Questions for Board Discussion

Board Roles in External Engagement and Agenda Planning

1. Engaging with Outside Speakers as RCD Representatives

- What expectations should Board members have when engaging with guest presenters or partner agencies?
- What questions or talking points would help Board members speak confidently about the RCD's mission, programs, and priorities?
- How can Board members use interactions with outside speakers to strengthen partnerships or advance the RCD's strategic goals?

2. Bringing Forward Future Agenda Items

- What process should Board members follow when they want to propose an agenda item?
- When is it most appropriate for a Board member to request that a topic be added to a future agenda?
- Are there categories of topics or issues Board members feel should regularly return for discussion or updates?