

Napa County Resource Conservation District



Regular Meeting of the Board of Directors

AGENDA

Thursday, October 8, 2026 at 8:00 A.M.

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

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 pursuant to Government Code section 54953.8.3 or the Board of Directors conducts a teleconference meeting pursuant to Government Code Sections 54953.8 and 54953.8.2 during an emergency. Please be advised that if a Director is not participating in the meeting remotely for just cause or the Board of Directors is not conducting a teleconference meeting during an emergency, 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=FletUfb3ATY0qeJ1Fly5rw539hVUaX.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. Under the Brown Act, Directors may not deliberate or take action on items not on the agenda, and generally may only listen to comments made during the general Public Comment. 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. Per District policy, each speaker is allotted 3-5 minutes for comment on each agenda item.

Members of the public may submit a public comment in writing by emailing Tatia@NapaRCD.org by 4:00 P.M. on the day prior to the meeting with "Public Comment" as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 500 words or less and will be entered into the record but not read out loud.

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.

AGENDA

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 are approved by a single motion. With the concurrence of the Chair, a Director may request discussion of an item on the consent calendar.

- A. Minutes from the September 10, 2026 Regular Meeting.**

Recommendation: Approve the minutes from the September 10, 2026 Special Meeting.

- B. Bills Approved by the Executive Director.**

Recommendation: Ratify bills approved by the Executive Director.

- C. Regular District Bills from September 2026.**

Recommendation: Approve District Bills from September 2026.

- D. Funding Agreement with Vista Corporation and Clover Flat Land Fill, Inc. for Huichica Creek and Suscol Creek Restoration Projects.**

The District proposes to enter into a Funding Agreement with Vista Corporation and Clover Flat Land Fill, Inc. ("Funders"), under which the District will receive a one-time payment of \$150,000 from Funders in compensatory mitigation funds under a stipulated final judgment between Funders and the People of the State of California (Case No. 25CV001855) related to impacts to a tributary of the Napa River at the Clover Flat Landfill. At the District's discretion, the funds may be used for planning, design, permitting, and implementation of the Huichica Creek Riparian and Salt Marsh Restoration Project and/or the Resilient Suscol Creek: Climate-Ready Habitat Planning Project. The funds must be spent within seven years, with annual accounting to the funders and the California Department of Fish and Wildlife. The parties may need to make minor, non-substantive revisions to the agreement, which will be approved by District Counsel before execution.

Recommendation: Approve a Funding Agreement with Vista Corporation and Clover Flat Land Fill, Inc. in the amount of \$150,000, and authorize the Executive Director to make minor modifications to the Agreement, subject to approval as to form by District Counsel, and to execute the final Funding Agreement.

- E. Agreement No. 2026022 with SkyView Tree Experts, Inc. for the Wappo and Crane Park Tree Pruning Project.**

The District proposes to enter into Agreement No. 2026022 with SkyView Tree Experts, Inc. ("SkyView"). Under the agreement, SkyView will provide tree pruning services at Wappo and Crane parks in St. Helena for a total of \$124,000: \$68,000 for Wappo Park and \$56,000 for Crane Park. The work is funded by the USDA Forest Service through the District's Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration project. It will improve tree health, structural integrity, pedestrian clearance, and long-term canopy development, and an ISA Certified Arborist will supervise it. SkyView was selected through a competitive request for proposals process, in which it received the highest average evaluation score and submitted the lowest proposed fee. Work is scheduled for late October and early November 2026 and will be completed by November 9, 2026. The parties may need to make minor, non-substantive revisions to the agreement, which will be approved by District Counsel before execution.

Recommendation: Approve Agreement No. 2026022 with SkyView Tree Experts, Inc. in the amount of \$124,000, and authorize the Executive Director to make minor modifications to the Agreement, subject to approval as to form by District Counsel, and to execute the final Agreement.

F. Executive Director Attendance at the Decision Making Under Deep Uncertainty Society 2026 Annual Meeting.

The Executive Director proposes to attend the Decision Making Under Deep Uncertainty (DMDU) Society 2026 Annual Meeting, November 9-12, 2026, in Baton Rouge, Louisiana. The conference brings together researchers and practitioners working where science, policy, and governance meet in climate adaptation. Its sessions cover sea level rise, coastal and delta adaptation, flooding, and water resource management. Attendance supports the Executive Director's professional development goals and is directly relevant to District work such as tidal marsh restoration along the lower Napa River and watershed planning for more extreme floods and droughts. Policy #2055 (Professional Development, Conference Attendance, Travel, and Reimbursement) requires prior Board approval for any conference held outside California. Costs for registration (\$450), travel, lodging, and meals are within the FY 2026-27 budget and will be reimbursed under Policy #2055.

Recommendation: Approve the Executive Director's attendance at the DMDU Society 2026 Annual Meeting in Baton Rouge, Louisiana, November 9-12, 2026, with expenses reimbursed in accordance with Policy #2055.

4. REGULAR AGENDA

A. Update on the Inner Coast Regional Priority Plan Development.

Presenter: Ali Blodorn, Forest Health & Restoration Program Director, Napa RCD. **Duration:** 20 Minutes (15 min presentation / 5 min discussion)

Description: This item provides an update on the development of the Regional Priority Plan (RPP), a core product of the Inner Coast Collaborative (ICC), a regional partnership focused on improving forest health and fire resilience across 5,500 square miles spanning Colusa, Lake, Napa, Solano, Sonoma, and Yolo Counties. Napa RCD serves as the coordinating and administering organization for the ICC, which is funded through California's Regional Forest and Fire Capacity (RFFC) Program.

The RPP will establish a shared regional vision grounded in current conditions and local knowledge, develop a portfolio of forest health and wildfire resilience projects based on partner and community input, and identify and help secure resources needed to implement those

projects. As the District and its regional partners scale forestry and wildfire programming across the region, the RPP will serve as the roadmap for cross-jurisdictional collaboration and will directly influence local and regional funding opportunities. The presentation will provide an update on progress with the RPP development, including how the ICC is engaging local and regional partners throughout the planning process.

Recommendation: No Board action required. This item is for information and discussion.

B. Introduction of Joshua (Josh) Kursky, Forestry Specialist.

Presenter: Ali Blodorn, Forest Health & Restoration Program Director, Napa RCD; Josh Kursky, Forestry Specialist, Napa RCD. **Duration:** 10 Minutes (5 min presentation / 5 min discussion)

Description: Josh Kursky joined Napa RCD on October 5, 2026 as Forestry Specialist on the Forest Health & Restoration team led by Alison Blodorn. He will manage forest health and wildfire resilience projects and give forestry technical assistance to landowners across Napa County. Ali will provide context on staffing needs within the Forest Health Program and introduce Josh's position. Josh will introduce himself and share his background and his goals for the role.

Recommendation: No Board action required. This item is for information and discussion.

C. Formation of Policy Advisory Committee and Appointment of Members.

Presenter: Lucas Patzek, Executive Director, Napa RCD. **Duration:** 15 Minutes (5 min presentation / 10 min discussion and action)

Description: The Executive Director recommends that the Board form a 12-month ad hoc Policy Advisory Committee of no more than three Directors. The Committee would advise the Board on new and revised District policies, starting with new Severe Weather and Compensation policies this fall. Later work would likely cover procurement, legislative advocacy, finance, and Board policies. The Committee is advisory only, and all proposed policies will come to the full Board for adoption. The draft purpose, structure, and scope of work are included in the meeting packet.

Recommendation: Approve the formation of an ad hoc Policy Advisory Committee as described in the attached draft and appoint up to three Directors to serve on the ad hoc Committee.

D. El Niño Readiness: Staff Safety, Operations, and Countywide Coordination.

Presenter: Lucas Patzek, Executive Director, Napa RCD. **Duration:** 15 Minutes (5 min presentation / 10 min discussion)

Description: With an El Niño winter likely ahead, Lucas will share what staff have been learning from countywide planning and coordination and walk through the District's next steps for storm season. These steps address field safety, including when to stop work, in-stream and driving hazards, and check-in procedures. They also address how the office keeps operating during power outages or road closures, including remote work and office closures. Staff are reviewing existing safety protocols and trainings, developing a new Severe Weather Policy, and introducing new practices where needed. Staff are also assessing how storms could affect projects, including whether some work should be postponed, and supervisors and an all-hands meeting are gathering staff input on these risks. The El Niño season is also an opportunity for

focused community education about streams, the watershed, and salmon, and staff are exploring ways to expand this work.

Recommendation: No Board action required. This item is for information and discussion.

5. REPORTS AND ANNOUNCEMENTS

E. USDA-NRCS Report

Presenter: Evelyn Denzin, District Conservationist & Allen Curry, Assistant State Conservationist for Field Operations. **Duration:** 10 Minutes.

A. Executive Director's Report

Presenter: Lucas Patzek, Executive Director. **Duration:** 5 Minutes.

B. Funding & Visibility Committee Report

Presenter: Frances Knapczyk, Program Director. **Duration:** 5 Minutes.

C. Directors' Reports

Presenter: Any Director. **Duration:** 5 Minutes.

6. ADJOURNMENT

Napa County Resource Conservation District



Regular Meeting of the Board of Directors

MINUTES

Thursday, September 10, 2026 at 8:00 A.M.

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

AGENDA

1. CALL TO ORDER

A regular meeting of the Napa County Resource Conservation District was called to order at 8:01 A.M. on Thursday, September 10, 2026 by President Bruce Barge.

A. Call to Order and Roll Call

Directors present included Bruce Barge, Paul Asmuth, Jennifer Putnam, Gretchen Stranzl McCann, and Karen Turjanis. Associate Director Kristin Belair was present. Associate Director Joseph Nordlinger was present online. Napa RCD staff present included Frances Knapczyk, Alison Blodorn, and Tatia Wieland.

B. Approval of the Agenda

Approved the agenda for this meeting.

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

2. PUBLIC COMMENT

Madeline Chiu spoke about the Congressional Climate Restoration Resolution and the efforts of Napa Schools for Climate Action engaging local governments.

3. CONSENT AGENDA

Approved the consent agenda.

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

A. Minutes from August 12, 2026 Special Meeting.

Approved the minutes from the August 12, 2026 Special Meeting of the Board of Directors

B. Bills Approved by the Executive Director.

Ratified the bills approved by the Executive Director

C. Regular District Bills from August 2026.

Approved the regular District bills from August 2026

D. Authorization for Napa Valley CanDo to Serve as Fiscal Conduit for 2026 CanDo Give!Guide Donations.

Authorized Napa Valley CanDo to Serve as Fiscal Conduit for 2026 CanDo Give!Guide Donations

4. REGULAR AGENDA

A. Land Trust of Napa County: Organizational Vision and Collaboration Opportunities

Melanie Parker, Chief Executive Officer, Land Trust of Napa County provided the report.

Discussion was turned over to the Board. Brief individual comments ensued.

B. Napa RCD-Land Trust Partnership: Retrospective and Path Forward

Program Director Frances Knapczyk, Program Director Ali Blodorn, and Senior Stewardship Program Manager Tosha Comendant of Napa Land Trust provided the report.

Discussion was turned over to the Board. Brief individual comments ensued.

C. Annual Donor Development Strategy

Program Director Frances Knapczyk provided the report.

Discussion was turned over to the Board. Brief individual comments ensued.

D. Executive Director Salary Increase

Finance & Administration Manager Tatia Wieland provided the report.

Approved a salary increase for Executive Director Lucas Patzek in the amount of \$4,576 for a total annual salary of \$157,331.

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

5. REPORTS AND ANNOUNCEMENTS

A. Executive Director's Report

Acting Executive Director Frances Knapczyk provided the report.

B. USDA-NRCS Report

District Conservationist Evelyn Denzin provided the report.

C. Directors' Reports

Director Stranzl McCann reported on touring the Huichica Creek property with Director Turjanis and Napa RCD Program Manager Aaron Fairbrook.

Director Asmuth spoke about the Tree-of-Heaven growing at Suplthur Creek and his presentation to the St. Helena Boy Scouts.

President Barge gave an update on the Napa RiverLine project.

6. ADJOURNMENT

The meeting was adjourned at 9:31 A.M.

Summary of Expenditures for September 2026

Ratify Regular

\$49,602.71

Total Expenditures

\$49,602.71

[illegible]

Summary of Expenditures for September 2026

Regular

\$40,762.62

Total Expenditures

\$ 40,762.62

Bills Report October Meeting/September Bills

[illegible]

FUNDING AGREEMENT

This FUNDING AGREEMENT (“**Agreement**”) is entered into by and between VISTA CORPORATION, a California Corporation (“**Vista**”), CLOVER FLAT LAND FILL, INC., a California corporation (“**Clover Flat**”), and NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a special District of the State of California (the “**District**”) as of _____, 2026, (the “**Effective Date**”). The District, Vista, and Clover Flat are sometimes referred to as “**Parties**” and may be individually referred to as “**Party**.”

RECITALS

WHEREAS, Vista is the sole owner in fee simple of certain property commonly known as the Clover Flat Resource and Recovery Park (“**Clover Flat Landfill**”), located at 4380 Silverado Trail North, Calistoga, Napa County, California (“**Clover Flat Property**”);

WHEREAS, Clover Flat is the operator of the Clover Flat Landfill;

WHEREAS, Vista and Clover Flat are required to provide both on-site and off-site mitigation for the impacts to an unnamed drainage referred to as “**Creek 2**,” which lies within the Napa River Watershed;

WHEREAS, pursuant to a final judgment pursuant to stipulation (“**Final Judgment**”) between Vista and Clover Flat as Defendants, and the People of the State of California as Plaintiff (Case No. 25CV001855), Vista and Clover Flat are to provide compensatory mitigation for temporary and permanent impacts to an unnamed drainage referred to as “**Creek 2**” that lies within the Napa River Watershed, as described in the Natural Resource Damage Assessment prepared by the California Department of Fish and Wildlife (“**CDFW**”) and dated May 15, 2020;

WHEREAS, the District is in the initial phases of planning the Huichica Creek Riparian and Salt Marsh Restoration Project, a restoration project that will have high aquatic and biological resource conservation values, within the Napa River Watershed (“**Huichica Project**”);

WHEREAS, the District is also in the initial phases of planning for Resilient Suscol Creek: Climate-Ready Habitat Planning Project, a restoration project that will develop the technical, ecological, and partnership foundation necessary to restore approximately 100 acres of wetland, riparian, and floodplain habitat along lower Suscol Creek near its confluence with the Napa River (“**Suscol Project**”);

WHEREAS, as provided in the Final Judgment, Vista and Clover Flat’s compensatory mitigation requirements can be satisfied, in part, by providing funds to the District for the purpose of planning, permitting, or implementation of either the Huichica Project, or the Suscol Project, at the District’s discretion;

WHEREAS, the Huichica Project and Suscol Project are collectively to as the “**Restoration Projects**,” and

WHEREAS, the District desires to accept Vista and Clover Flat’s contribution to a portion of the funding required for the Restoration Projects, through a one-time payment to the District.

TERMS

NOW, THEREFORE, for valuable consideration, the Parties agree as follows:

1. Funding. Clover Flat shall pay, on behalf of both Vista and Clover Flat, One Hundred and Fifty Thousand Dollars (\$150,000.00) to the District (“**Project Funds**”) for the sole purpose of funding the activities in support of the Restoration Projects as described in **Exhibits A and B (“Restoration Project Descriptions”)** and depicted in **Exhibits A-1, A-2, B-1, and B-2** attached hereto and incorporated by this reference.

2. Payment Date. Payment to the District of the Project Funds in full shall be made no later than thirty (30) days after the Effective Date (“**Payment Date**”).

3. Permitting and Environmental Review. The District shall be responsible for obtaining all permits, performing the required environmental review, and implementing any required mitigation measures and permit conditions for the Restoration Projects. The Restoration Projects will not be constructed until all environmental review compliance is complete and permits are obtained.

4. Obligations to Run with the Land. All rights, privileges, duties, and obligations of Vista and Clover Flat under this Agreement shall inure to and shall benefit and burden of Vista’s and Clover Flat’s successors and assigns.

5. Restriction on Use of Project Funds. The District shall only use the Project Funds for the purpose of funding District activities in support of the Restoration Projects in accordance with the Restoration Project Descriptions; the Project Funds may not be expended for any other purpose or project.

6. Complete Expenditure Date; Reimbursement of Project Funds. All Project Funds must be expended no later than seven (7) years from the Effective Date (“**Expenditure Date**”). In the event any or all of the Project Funds are not expended on the Restoration Projects by the Expenditure Date, the District shall turn over the unexpended Project Funds to CDFW or as otherwise directed by CDFW at that time (“**Reimbursement**”) and shall provide Vista and Clover Flat with notice of the same. The District shall make the Reimbursement within ninety (90) days of any District decision to terminate, suspend or materially change the nature of the Restoration Projects (“**Termination Date**”).

7. Accounting. The District shall provide an accounting of the use and allocation of Project Funds on an annual basis no later than July 31 of each year, commencing **on July 31, 2027**. The District shall provide Vista, Clover Flat, and CDFW with a final accounting within thirty (30) days of the earlier of the following: (a) complete expenditure of the Project Funds, (b) the Termination Date, or (c) the Expenditure Date. The annual accounting obligation shall terminate after the District provides the final accounting.

8. Invoices and Receipts. The District shall establish and maintain accurate and thorough records with respect to the use of Project Funds. The District shall retain copies of all

invoices, bills, demand, payrolls, time records, contract, and other reasonable evidence or substantiation (“**Invoices**”) of the District’s expenditure of Project Funds. Except as otherwise authorized, Invoices shall be maintained for the later of: (a) the period of time prescribed by District’s records retention policies or other applicable law; or (b) three (3) years from the date they were generated, except that records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later. The District shall provide CDFW, Vista, and Clover Flat with a copy of such Invoices no later than thirty (30) days after written request.

9. Notices. Any notice or transmittal which any Party may desire to give to the other Party under this Agreement must be in writing and shall be given by certified mail (postage prepaid and return receipt requested), personal delivery, or nationally recognized overnight courier service to the Party to whom the notice is directed at the address of the Party as set forth below, or to such other address as that Party may later designate by written notice to the other Party. A courtesy copy of all notices shall be sent via e-mail.

To Vista and Clover Flat:

Waste Connections
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attn: John Perkey
Telephone: (832) 442-2240
Email: johnpe@wcnx.org

with copy to:

Cox, Castle & Nicholson LLP
50 California Street, Suite 3200
San Francisco, CA 94111
Attn: Arielle Harris
Telephone: (415) 262-5104
Email: aharris@coxcastle.com

To District:

Napa County Resource Conservation District
1303 Jefferson St, Ste. 500B
Napa, CA 94559
Attn: Lucas Patzek, Ph. D.
Telephone: (707) 690-3119
Email: lucas@naparcd.org

with copy to:

Office of Napa County Counsel

Napa, CA 94559

1195 Third Street, Suite 301
Attn: Sabrina S. Wolfson
Telephone: (707) 253-4476
Email: sabrina.wolfson@countyofnapa.org

Any notice shall be deemed received on the date of delivery if delivered by personal service, five (5) days after mailing if sent by certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier.

10. Indemnity. The Parties shall indemnify and hold the other harmless from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, and causes of actions, including reasonable attorney's fees and costs (“**claims**”) asserted against or incurred by either party (an “**Indemnified Party**”) from any cause arising out of or relating directly or indirectly to the performance or breach of this Agreement by the other party (or its agents, contractors, officers, or employees), other than claims caused by the negligence or willful misconduct of Indemnified Party. However, the District shall not indemnify Vista or Clover Flat in any way regarding the sufficiency of the mitigation provided by the Restoration Projects.

11. Enforcement. If any Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover their reasonable attorney's fees and costs of suit from the losing Party.

12. Third Party Beneficiaries. CDFW shall be a third-party beneficiary of this Agreement, with the right to receive notices, reports, and other documentation and monitor and enforce this Agreement.

13. Further Assurances. Each Party shall take all actions that may be necessary or proper to achieve the purposes and objectives of this Agreement.

14. Complete Agreement; Amendments. This is the complete and final Agreement between the Parties and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof. Any amendments to this Agreement shall be in writing and signed by the Parties.

15. Relationship of Parties. Neither Party is acting as the agent of the other in any respect hereunder and each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Parties.

16. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

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

VISTA:

VISTA CORPORATION, a California corporation

By: _____
John Perkey
Vice President, Deputy General Counsel –
Compliance and Government Affairs

DISTRICT:

NAPA COUNTY RESOURCE
CONSERVATION DISTRICT, a special
District of the State of California

By: _____
Lucas Patzek
Executive Director

CLOVER FLAT:

CLOVER FLAT LAND FILL, INC., a California
corporation

By: _____
John Perkey
Vice President, Deputy General Counsel –
Compliance and Government Affairs

APPROVED AS TO FORM Office of District Counsel By: _____ District Counsel Date: _____	ATTEST District Secretary By: _____
--	---

Exhibit A Huichica Creek Riparian and Salt Marsh Restoration Project

Project Description

I. Purpose of Funds

Funds under the Agreement will be applied to planning, permitting, and/or implementation of the Huichica Creek Riparian and Salt Marsh Restoration Project (“**Huichica Project**”), as shown on the attached **Figures A-1 and A-2**. The funds will support creating 65% restoration design plans (“**Restoration Designs**”) and a Habitat Restoration Plan (“**HRP**”) for the Huichica Project, along with environmental review under the California Environmental Quality Act (“**CEQA**”), necessary permits for the Huichica Project, and implementation of the Project. CEQA review and regulatory permits are necessary and required prior to construction of the Huichica Project. Once the Huichica Project’s CEQA review is complete and permits are obtained, grant and other funding sources to construct the Huichica Project will be sought.

II. Project Description

The Huichica Creek lies within the Napa River watershed and drains 6.4 square miles from the southern Mayacamas Mountains along the Napa-Sonoma County line. Over a century of agricultural development, residential expansion, and infrastructure installation have significantly altered the landscape, resulting in degraded habitat, heightened flood risk, and reduced groundwater recharge.

The Huichica Project aims to develop Restoration Designs and an HRP, shaped by community input and landowner collaboration. Restoration Designs will be guided by a pre-1840 ecological model, with the goal of reviving native habitats, enhancing resilience to sea level rise, and reducing flood risks.

The 70-acre Huichica Project area, as depicted in Figure A-1, will support habitat restoration across approximately:

- 19 acres of tidal marsh
- 23 acres of estuarine habitat
- 28 acres of freshwater marsh and riparian zones

This restored landscape has the potential to benefit federally and state-listed species including Central California Coast steelhead trout (*Oncorhynchus mykiss*), Chinook salmon (*O. tshawytscha*), California black rail (*Laterallus jamaicensis coturniculus*), and salt-marsh harvest mouse (*Reithrodontomys raviventris*). The site will also provide a vital wildlife corridor between San Pablo Bay and the Mayacamas Mountains, promoting migration, resource access, and adaptation to climate change.

The Huichica Project integrates ecological goals with the need to protect existing infrastructure, including bridge crossings, roads, buildings, a railroad line, and a recycled water pipeline. Protective measures—designed to blend into the natural landscape—may include earthen and

vegetated berms, vegetated riprap for erosion control, swales to manage runoff, and a restored stream channel engineered to disperse flow across a reconnected floodplain. Flow conveyance at Duhig Road will also be explored.

The Huichica Project footprint, depicted in **Exhibit A-2**, includes public and private lands owned by the Napa County Resource Conservation District (“**District**”), California Department of Fish & Wildlife (“**CDFW**”), Beckstoffer Vineyards, and Chandon Vineyards—all of whom have provided written commitments to participate. The District has stewarded its property since 1990, hosting research, demonstrations, and community education. This role will continue through educational initiatives such as the Wild Napa Youth Program, grower education, and applied research projects.

In addition to ecological restoration, the planning process for the Huichica Project will consider the incorporation of community amenities including interpretive trails, signage, parking, outdoor classrooms, and restrooms—improving public access and engagement.

The District will lead the Huichica Project, coordinating landowner collaboration and community engagement. Technical planning and environmental studies will be conducted with support from qualified consultants. The site will serve as a long-term demonstration and education hub, fostering conservation awareness and stewardship.

III. Use of Project Funds

Use of the funds (“**Project Funds**”) provided by Vista Corporation and Clover Flat Land Fill, Inc. (“**Clover Flat**”) to the District for the Huichica Project under this Agreement may be used solely to support District staff time, consultant services, supplies, vehicle mileage, permit fees, and other reasonable expenses for the following activities in support of the Huichica Project: (a) preparation of Restoration Designs and an HRP, (b) environmental review under CEQA, (c) permitting and regulatory compliance, (d) coordination with landowners, and (e) community engagement.

IV. Permits

A. CEQA: The Huichica Project is considered a project under CEQA. Unless the project is determined to be exempt from CEQA, the District will prepare an initial study (“**IS**”) to determine the required level of environmental review. The anticipated date for adoption or certification of the required CEQA document: July 2027. However, this date may change depending on the required level of environmental review for the project.

B. NEPA: Any work that will occur within Waters of the U.S. (jurisdictional waters) will require a federal permit, which will trigger compliance with NEPA. The NEPA review is anticipated to be completed by the U.S. Army Corps of Engineers (“**USACE**”) as the federal permitting agency.

C. Other Permits: The Huichica Project may require the following permits for the implementation phase: CDFW Lake and Streambed Alteration Agreement Section 1600, San Francisco Bay Regional Water Quality Control Board Section 401, USACE Section 404, San Francisco Bay Conservation and Development Commission (“**BCDC**”) permit, and a Napa County grading permit. Other documents, such as a Section 7 Biological Opinion (under the US

Fish and Wildlife Service and/or National Oceanic and Atmospheric Administration), may be required as part of the permits.

D. Construction: If the Huichica Project is approved, the District intends to construct the Huichica Project according to completed and permitted plans and in compliance with relevant environmental reviews, adopted mitigation measures, and regulatory permits provided that the District obtains sufficient funding for construction..

E Monitoring and Maintenance: The District will be responsible for the long-term monitoring and maintenance of the Huichica Project once constructed. If required by the CEQA analysis and finalized permits, a mitigation, monitoring and reporting program (“MMP”) will be developed for the Project in compliance with CEQA.

**Figure A-1
Huichica Creek Riparian and Salt Marsh Restoration Project
Project Location**





Figure A-2
Huichica Creek Riparian and Salt Marsh Restoration Project

Project Footprint

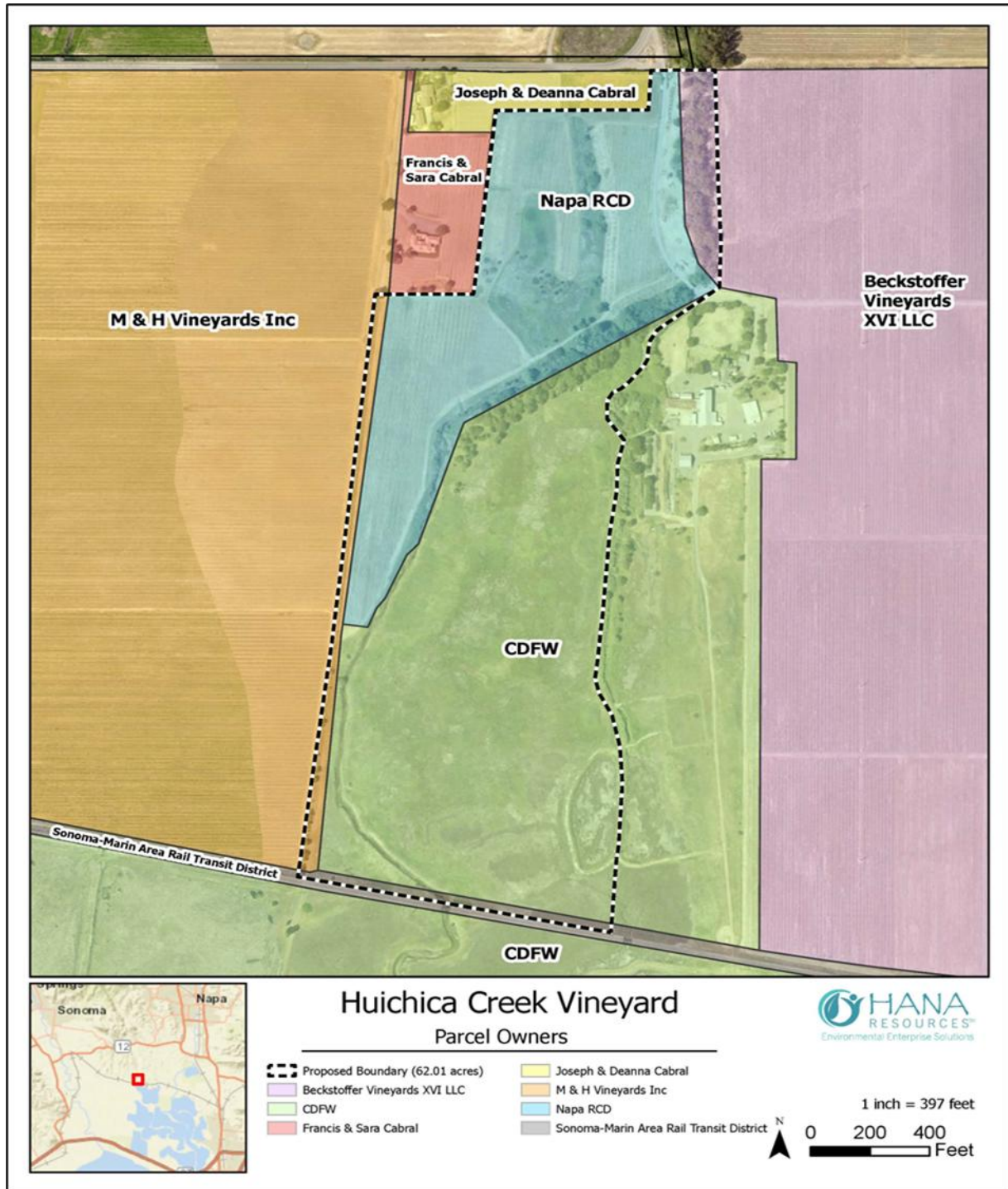


Exhibit B

Resilient Suscol Creek: Climate-Ready Habitat Planning Project

Project Description

I. Purpose of Funds

Funds under the Agreement will be applied to planning, permitting, and/or implementation of the Resilient Suscol Creek: Climate-Ready Habitat Planning Project (“**Suscol Project**”), as shown on the attached **Figure B-1** and **B-2**. As used in this Agreement, the Suscol Project includes both its current planning and conceptual design phase and the subsequent design, environmental review, permitting, and implementation phases of the habitat restoration it defines. In the current phase, the funds will support existing conditions assessment and mapping, hydrologic and hydraulic modeling, evaluation of restoration alternatives, and development of a 10% conceptual restoration design for a preferred alternative (“Conceptual Design”), including planning-level cost estimates and implementation considerations, positioning the Suscol Project for future environmental review, permitting, and construction funding.

II. Project Description

The Suscol Project will develop the technical, ecological, and partnership foundation necessary to restore approximately 100 acres of wetland, riparian, and floodplain habitat along lower Suscol Creek near its confluence with the Napa River, south of the City of Napa. Located within a critical freshwater-tidal transition zone, the Suscol Project will advance early-phase planning to support future implementation of habitat restoration that improves ecological function, aquatic connectivity, and resilience to sea level rise and extreme storm events.

Lower Suscol Creek is one of the few remaining perennial, undammed stream systems on the east side of Napa Valley and occupies a highly vulnerable freshwater-tidal transition zone near the Napa River. While much of the upper watershed remains relatively protected, the lower reach has been extensively modified by historic channelization, levee construction, and infrastructure constraints. These alterations have resulted in channel incision, disconnected floodplain habitat, reduced wetland extent, and diminished ecological function, limiting habitat quality and connectivity while increasing vulnerability to flooding and climate change. As tidal influence is projected to migrate upstream over coming decades due to sea level rise, the absence of an integrated restoration and adaptation strategy risks further habitat degradation and infrastructure conflicts rather than enabling marsh migration and resilient landscape transition. The Suscol Project addresses a critical regional need by developing a coordinated, science-based plan to restore ecological function, reduce climate risks, and guide compatible public access within this dynamic transition zone before irreversible losses occur.

The Suscol Project will advance a comprehensive, science-based planning effort to guide future restoration of wetlands, riparian habitat, and floodplain processes along lower Suscol Creek. Initial tasks will include compilation of existing ecological and hydrologic data, targeted field reconnaissance, and development of detailed GIS-based mapping of habitats, geomorphic conditions, and infrastructure constraints to establish baseline conditions. Hydrologic and hydraulic modeling will then evaluate opportunities for floodplain reconnection, wetland expansion, improved channel processes, and infrastructure compatibility under both current

conditions and projected sea level rise and extreme storm scenarios. These analyses will ensure that restoration concepts are technically feasible, climate-resilient, and compatible with surrounding land uses and public infrastructure.

Using these findings, the Suscol Project team will develop and evaluate multiple conceptual restoration alternatives designed to improve aquatic connectivity, habitat quality, and landscape resilience within the freshwater–tidal transition zone. A preferred alternative will be advanced to Conceptual Design, positioning the Suscol Project future 100% designs, environmental review, permitting, and construction funding. The planning process will include ongoing coordination with key partners - including Napa Sanitation District (“NapaSan”), the Napa Valley Vine Trail Coalition, the Suscol Intertribal Council, and the Mishewal Wappo Tribe - to ensure that ecological restoration, cultural stewardship, climate adaptation, and thoughtfully designed public access are integrated from the outset.

Within the approximately 100-acre Suscol Project area, as depicted in Figure B-1, the current planning phase is anticipated to produce the following, with completion anticipated in mid-2028:

- An existing conditions technical memorandum, GIS database, and mapping of wetlands, riparian habitat, floodplain and geomorphic conditions, and infrastructure and cultural resource constraints
- Hydrologic and hydraulic modeling of current conditions and projected sea level rise and extreme storm scenarios, with a modeling technical memorandum and flood scenario maps
- An evaluation of restoration alternatives for floodplain reconnection, wetland expansion, and improved channel processes
- Conceptual Design drawings and a design narrative for the preferred alternative, with planning-level cost estimates
- A memorandum documenting culturally informed design considerations and integration of public access, including approximately 0.5 to 1 mile of the proposed Napa Valley Vine Trail corridor adjacent to the restoration area

Restoration guided by the Suscol Project has the potential to benefit federally and state-listed species including Central California Coast steelhead trout (*Oncorhynchus mykiss*), Chinook salmon (*O. tshawytscha*), California black rail (*Laterallus jamaicensis coturniculus*), and salt-marsh harvest mouse (*Reithrodontomys raviventris*). Suscol Creek also serves as a riparian corridor linking protected open space in the upper watershed with floodplain wetlands and tidal habitats of the Napa River estuary. The Suscol Project will evaluate opportunities to strengthen this connectivity and to preserve space for marsh and riparian habitats to migrate inland as sea levels rise.

The Suscol Project footprint, depicted in Figure B-2, lies primarily on lands owned by NapaSan, which has granted the District a right of entry for planning activities. NapaSan will provide site access, operational data, and technical coordination to ensure that restoration alternatives are compatible with wastewater treatment infrastructure, regulatory requirements, and long-term facility planning. The Suscol Project is also supported by the Suscol Intertribal Council, the Mishewal Wappo Tribe, the Napa Valley Vine Trail Coalition, and Napa County Public Works.

The District will lead the Suscol Project, coordinating with NapaSan as landowner, Tribal partners, and the Napa Valley Vine Trail Coalition. Technical assessment, modeling, and design

will be conducted with support from qualified consultants. The District will also coordinate with regulatory and resource agencies, including the Napa County Flood Control and Water Conservation District, CDFW, and the San Francisco Bay Regional Water Quality Control Board, to identify permitting considerations early and refine restoration alternatives. Engagement with the Suscol Intertribal Council and the Mishewal Wappo Tribe will respect Tribal sovereignty, the confidentiality of sensitive cultural information, and each Tribe's preferred level of participation. Planning will explore integration with a proposed Napa Valley Vine Trail segment to provide safe public access, environmental education opportunities, and connections to regional trail networks while protecting sensitive ecological and cultural resources.

In addition to ecological restoration, the planning process will identify opportunities for interpretive features, outdoor learning, volunteer stewardship, and citizen science that build on NapaSan's existing youth education and workforce development programs and serve nearby Equity Priority Communities in South Napa and American Canyon.

III. Use of Project Funds

Use of the funds ("**Project Funds**") provided by Vista Corporation and Clover Flat Land Fill, Inc. ("**Clover Flat**") to the District for the Suscol Project under this Agreement may be used solely to support District staff time, consultant services, supplies, vehicle mileage, permit fees, and other reasonable expenses for the following activities in support of the Suscol Project: (a) project management and partner coordination, (b) existing conditions assessment, data compilation, field reconnaissance, and mapping, (c) hydrologic and hydraulic modeling, (d) development and evaluation of restoration alternatives and preparation of the Conceptual Design and subsequent restoration designs, (e) Tribal coordination, community engagement, and public access planning, (f) coordination with landowners and regulatory and resource agencies, (g) environmental review under CEQA and NEPA, (h) permitting and regulatory compliance, and (i) implementation of the Suscol Project. Project Funds may be combined with other funding sources for the Suscol Project, provided that Project Funds are not used to pay any cost that is also paid or reimbursed from another source.

IV. Permits

A. CEQA: The Suscol Project is considered a project under CEQA. Planning phase activities, including feasibility and planning studies and basic data collection, are anticipated to be exempt from CEQA. Following completion of the Conceptual Design, the District will conduct an initial study ("**IS**") to determine the required level of CEQA review, unless the District determines that the Project qualifies for an exemption applicable to habitat restoration projects. The potential date for adoption or certification of the CEQA document (if required) will be established upon completion of the Conceptual Design, anticipated mid-2028.

B. NEPA: Any work that will occur within Waters of the U.S. (jurisdictional waters) will require a federal permit, which would trigger compliance with NEPA. It is anticipated that the NEPA review would be completed by the U.S. Army Corps of Engineers ("**USACE**"). NEPA review may also be required if federal funding is used for the Suscol Project.

C. Other Permits: The Suscol Project may require the following permits: CDFW Lake and Streambed Alteration Agreement Section 1600, San Francisco Bay Regional Water Quality Control Board Section 401, USACE Section 404, San Francisco Bay Conservation and Development Commission ("**BCDC**") permit for any work within BCDC jurisdiction, a Napa County grading permit, and encroachment permits from agencies whose facilities may be

affected. Other documents, such as a Section 7 Biological Opinion (under the US Fish and Wildlife Service and/or National Marine Fisheries Services), consultation under Section 106 of the National Historic Preservation Act, and California Endangered Species Act authorization, may be required as part of the permits. Any required tribal consultation under Assembly Bill 52 will occur as part of CEQA review.

D. Construction: The current phase of the Suscol Project consists of planning and conceptual design; no construction will occur during this phase. If the Suscol Project is approved following environmental review and the District obtains sufficient funding, the District, in coordination with NapaSan, intends to construct the Suscol Project according to completed and permitted plans and in compliance with relevant environmental reviews, adopted mitigation measures, and regulatory permits. Construction may be phased and is expected to be funded through a combination of sources, which may include Project Funds.

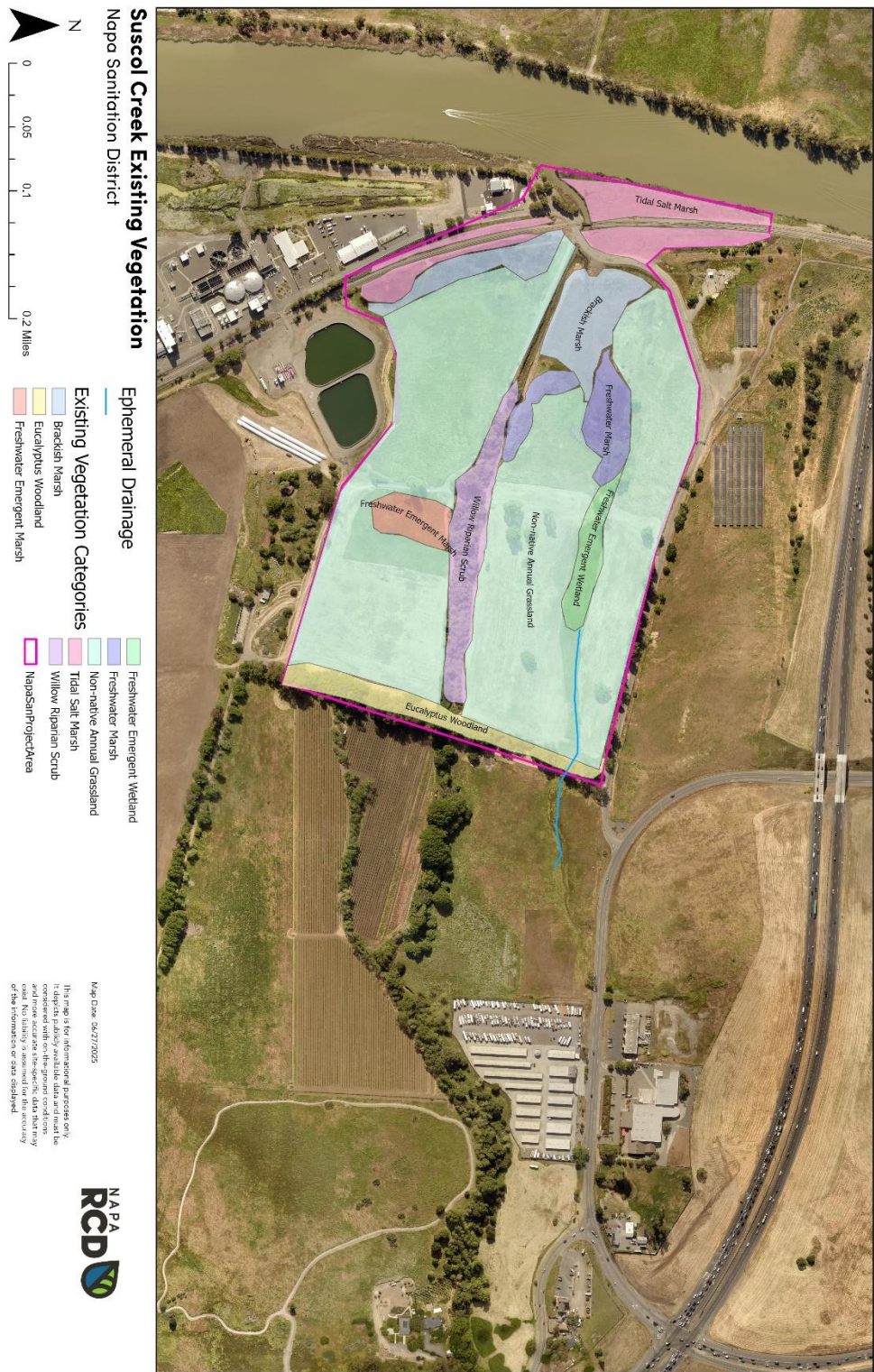
E Monitoring and Maintenance: The District will be responsible for ensuring the long-term monitoring and maintenance of the Suscol Project once constructed, in coordination with NapaSan as primary landowner; the respective roles of the District and NapaSan will be set out in a written agreement prior to construction. If required by CEQA, a mitigation, monitoring and reporting program (“MMP”) for the Suscol Project will be developed in accordance with CEQA.

Figure B-1
Resilient Suscol Creek: Climate-Ready Habitat Planning Project
Project Location





Figure B-2
Resilient Suscol Creek: Climate-Ready Habitat Planning Project
Project Footprint



**NAPA COUNTY RESOURCE CONSERVATION DISTRICT
AGREEMENT NO. 2026022**

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 SkyView Tree Experts, Inc. located at 9293 Old Redwood Highway, Penngrove, CA, 94951 ("**CONTRACTOR**"). The "**Effective Date**" of this Agreement is October 8, 2026. 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 received a US Forest Service Urban and Community Forest Grant 24-DG-110502121-230 for the purpose of increasing healthy urban tree canopy, empowering community-led urban forest stewardship, and supporting current and future workforce ("Project"); and

WHEREAS, NCRCD entered into Professional Services Agreement No. 1 with the City of St. Helena on August 31, 2026, which allows NCRCD to hire contractors and consultants to provide tree maintenance services on City-owned properties; and

WHEREAS, NCRCD now desires to conduct tree maintenance services at the City of St. Helena's Crane Park and Wappo Park as part of the Project; and

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

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, NCRCD hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NCRCD, in accordance with the terms and conditions set forth herein:

TERMS

1. **Term of the Agreement.** The term of this Agreement ("Term") shall commence on the Effective Date and shall expire on December 31, 2026, 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. Payment under this Agreement shall be on a time-and-materials basis, with total payment for services and expenses not to exceed \$124,000.
 - (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 \$124,000 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. Payment will be made within 45 days or a 1.5% monthly interest will be applied.

(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, City of St. Helena, 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") and the City of St. Helena, 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

Dan Dunn, President of SkyView Tree Experts
Inc.
9293 Old Redwood Highway
Penngrove, CA 94951
dan@skyview-tree.com
707-890-1215

14. **Compliance with Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCRCD employees or contractors. For purposes of this Paragraph, references in the Policies to "County" and "County of Napa" shall mean NCRCD, to "Board" or "Board of Supervisors" shall mean the NCRCD governing board, and to "personnel director," "county administrator (or CEO)," or any other specifically-titled Napa County officer shall mean the NCRCD Executive Director.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the County computer network shall sign and have on file with Napa County's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995, and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.** Confidential information is defined as all information disclosed to

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

16. No Assignments or Subcontracts.

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

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

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

18. Interpretation; Venue.

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

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in Federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within

the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Agreement.

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

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

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

(c) Labor Laws. The scope of services includes "public works" as defined in the California Labor Code. CONTRACTOR shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit "E" (Prevailing Wage) attached hereto and incorporated herein by reference.

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

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

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

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

23. **Conflict of Interest.**

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

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

Board of Directors and Executive Director hereby determine in writing on behalf of NCRCD that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Non-Solicitation of Employees.** Each Party agrees not to solicit for employment the employees of the other Party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other Party, except that nothing in this Paragraph shall preclude either Party from publishing or otherwise distributing applications and information regarding that Party's job openings where such publication or distribution is directed to the public generally.
25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.
26. **Attorneys' Fees.** In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.
29. **Special Terms and Conditions; Federal Funding.** The Parties acknowledge that the Program has received or will receive Federal funding. CONTRACTOR shall cooperate with NCRCD to satisfy any conditions directly or indirectly imposed or required by NOAA or otherwise imposed or required as a result of the Program's receipt of Federal funding. CONTRACTOR shall comply with all relevant terms and conditions contained in Exhibits "C" and "D".

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

[Signatures on following page]

"CONTRACTOR" SKYVIEW TREE EXPERTS, INC.

By: _____ Date: _____
DAN DUNN, President

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

By: _____ Date: _____
LUCAS PATZEK, Executive Director

EXHIBIT "A"

SCOPE OF WORK

CONTRACTOR shall provide NCRCD with the following services:

I. SCOPE OF WORK.

1. Project Locations and Coordination

CONTRACTOR shall prune designated trees at Crane Park, located at 360 S. Crane Ave., St. Helena, and Wappo Park, located at 201 Pope St., St. Helena.

Before beginning work, CONTRACTOR shall attend a pre-construction meeting and site walk with the NCRCD Project Manager and City of St. Helena staff. The participants shall confirm and document the trees to be pruned, tree-specific pruning objectives, any vine removal at Wappo Park, work sequencing, access routes, site hazards, and measures to protect park users and existing improvements. NCRCD shall approve the documented work scope before pruning begins.

All work shall be coordinated with the NCRCD Project Manager and the City of St. Helena.

2. Personnel and Supervision

CONTRACTOR shall provide an ISA Certified Arborist to perform or directly supervise pruning throughout active pruning operations. Consistent with CONTRACTOR's proposal, Thomas Thorp shall serve as the on-site ISA Certified Arborist, and Dan Dunn, ISA Board Certified Master Arborist, shall provide oversight and quality-control reviews before and during the work. Any substitution of these personnel shall require NCRCD's prior written approval and shall provide equivalent qualifications.

Personnel performing pruning shall hold the Prescription Pruning Qualification identified in CONTRACTOR's proposal. CONTRACTOR shall also provide an ISA Certified Tree Worker for the project.

CONTRACTOR shall perform the work with its own personnel. Any proposed use of subcontractors shall require NCRCD's prior written approval.

3. Pruning Requirements

Pruning shall comply with ANSI A300 pruning standards and ISA Best Management Practices. Work shall improve tree health, structural integrity, pedestrian clearance, and long-term canopy development while preserving each tree's natural form.

Pruning shall be tailored to the condition and needs of each designated tree. The canopy-removal limits below are maximum limits, not pruning targets; actual removal shall be determined by the supervising ISA Certified Arborist consistent with applicable standards and the approved pruning objectives.

Valley Oak and Blue Oak

Pruning shall include, where appropriate:

- Removal of dead, damaged, and diseased branches.
- Removal of crossing or conflicting branches.
- Reduction of end weight and management of weakly attached or sharply angled limbs.
- Crown thinning to reduce wind loading and improve light penetration.
- Clearance of 8–10 feet over sidewalks, trails, and park facilities, as appropriate to the location and tree.
- Removal of no more than 25–30 percent of the live canopy during a single pruning cycle.

Coast Live Oak

Pruning shall include, where appropriate:

- Removal of dead, damaged, and diseased branches.
- Canopy thinning to improve airflow and sunlight penetration.
- Clearance of 8–10 feet over pathways and park infrastructure, as appropriate to the location and tree.
- Removal of no more than 25–30 percent of the live canopy during a single pruning cycle.

Redwood

Pruning shall include, where appropriate:

- Removal of dead, damaged, and diseased branches.
- Removal of crossing, rubbing, or inward-growing branches.
- Clearance of 8–10 feet over pathways and park infrastructure, as appropriate to the location and tree.

Topping and lion-tailing shall not be permitted on any project tree. Tree removal is not included in this Scope of Work.

4. Work Methods and Site Protection

CONTRACTOR shall furnish all labor, supervision, professional and technical oversight, equipment, tools, materials, fuel, transportation, and incidentals necessary to complete the work.

CONTRACTOR shall work systematically through each park using the sequence established during the pre-construction meeting. CONTRACTOR shall conduct daily crew safety briefings addressing work activities, hazards, public access, and protection of existing vegetation, irrigation systems, park improvements, and utilities.

CONTRACTOR shall use controlled lowering of branches, protective materials, appropriate equipment, and other measures necessary to prevent damage. Damage caused by CONTRACTOR's operations shall be repaired at CONTRACTOR's expense.

CONTRACTOR shall implement the Pedestrian Traffic Control Plan dated September 28, 2026, attached to this Exhibit as Attachment A-1. Changes to the plan shall require prior approval from NCRCD in coordination with the City of St. Helena.

CONTRACTOR shall immediately notify the NCRCD Project Manager of unforeseen site conditions that may affect safety, scope, cost, or schedule. Changes to the approved work shall require NCRCD's prior written authorization and shall be subject to the Agreement's compensation and amendment provisions.

5. Debris Management and Cleanup

CONTRACTOR shall collect and manage pruning debris as work progresses and shall prevent excessive accumulation within the parks.

At Wappo Park, wood chips may be spread on site only with prior approval from NCRCD and the City of St. Helena. Approved chips shall be spread evenly in designated areas and shall not accumulate against tree trunks or obstruct pathways, drainage, or park facilities.

All debris not approved for on-site use, including debris generated at Crane Park, shall be removed from the project sites and legally disposed of. CONTRACTOR shall complete final cleanup and leave both parks free of work-related debris and hazards.

6. Schedule and Mobilization

Work may begin as early as October 12, 2026, provided the Agreement has received required Board approval, has been executed by both parties, and NCRCD has authorized work to begin. All work, including final cleanup, shall be completed by November 9, 2026.

CONTRACTOR shall perform the work generally in accordance with the Proposed Work Schedule dated September 28, 2026, attached to this Exhibit as Attachment A-2, with work beginning at Wappo Park and proceeding to Crane Park. The anticipated start date is October 12, 2026, subject to required Board approval, execution of the Agreement by both parties, and NCRCD's authorization to proceed. Schedule adjustments shall require NCRCD's approval in coordination with the City of St. Helena. All work, including final cleanup, shall be completed by November 9, 2026.

7. Compliance

CONTRACTOR shall comply with applicable safety, environmental, and labor requirements, including applicable OSHA regulations, ANSI A300 standards, ISA Best Management Practices, and City of St. Helena requirements.

8. Deliverables and Final Inspection

CONTRACTOR shall provide:

- The documented tree list and pruning objectives confirmed during the pre-construction site walk.
- A proposed work schedule and pedestrian control and public-access plan.
- Completion of all approved pruning and vine-removal activities.
- Final cleanup of both project sites.
- Notification to NCRCD that the work is complete and ready for inspection.

CONTRACTOR shall attend a final inspection with NCRCD and City of St. Helena staff and correct any deficiencies in the contracted work identified during that inspection.

9. Contractor Proposal

The work commitments described in CONTRACTOR's proposal dated September 21, 2026, are incorporated only to the extent consistent with this Scope of Work and the Agreement. In the event of a conflict, the Agreement and this Scope of Work shall control. Compensation shall be governed by the Agreement's time-and-materials provisions, approved rate sheet, and total not-to-exceed amount of \$124,000.

"ATTACHMENT A-1"

Pedestrian Traffic Control Plan



9/28/2026

Pedestrian Traffic Control Plan

Purpose and limits

This plan controls pedestrian access around tree pruning, falling limbs, rigging, equipment, and debris inside the parks. The crew will delineate each pathway and work zone prior to starting work. Boundaries will move as work progresses; areas will reopen only after overhead work stops and debris and equipment are cleared. There should be no need to close and public roadways.

Before work begins

1. Walk each site and work area.
2. Select an alternate pedestrian route outside the entire hazard area. Do not direct people into streets, parking maneuvering areas, steep or uneven ground, or another work zone. These sites are flat so this should not be an issue.
3. Assign a monitor to each approach where someone could enter without seeing the closure. Confirm communication with the climber, lift operator, and ground crew.
4. Install closures and signs before climbing, cutting, rigging, or moving equipment.

Work zone controls

- Use continuous, visible barricades or pedestrian channelizing devices at path closures and likely entry points. Close the full usable width of a path. Caution tape may supplement the boundary but is not the sole control at an active public path.
- Post TREE WORK AHEAD, PATH or SIDEWALK CLOSED, and directional pedestrian signs at decision points before visitors reach a closure. Keep signs clear of the accessible route.
- Keep the public outside the drop zone and equipment operating area. Never allow passage under an active canopy, suspended load, rope, or boom.
- Use a spotter for equipment movement near public access. Stop equipment when a pedestrian enters its path.

Park-specific application

Park	Pedestrian controls
Wappo Park 201 Pope Street	Protect the loop trail, dog park access, picnic areas, and approaches from Pope Street. Close an affected trail segment at both ends before the work zone. Confirm that the remaining loop offers a safe, accessible route. Keep dogs and handlers outside the boundary. Coordinate any affected dog park access closure with the City. Do not route visitors toward the riverbank.
Crane Park 360 Crane Avenue	Protect approaches to playgrounds, picnic areas, restrooms, sports facilities, and the skate park. Isolate work in sections and keep unaffected facilities reachable by a signed route. Close affected facility access with City coordination.

Monitoring and stop work

Monitors remain at their posts during overhead work. Anyone on the crew may call “STOP WORK—PEDESTRIAN.” Cutting, lowering, and equipment movement stop if a visitor enters or approaches an unprotected hazard area, a barrier moves, a monitor loses sight or communication, or the alternate route becomes unsafe. Work resumes only after the crew leader restores the closure, confirms the area is clear, and notifies the crew. A qualified tree worker directs each tree work location.

Daily closeout

Remove hanging debris and ground hazards; clear and inspect the route; restore displaced signs, fencing, and park features; and reopen access only on the crew leader’s direction. Advise the City representative of any area that must remain closed after the crew leaves. Equipment will be left on site in parking areas or inside park. Equipment will be delineated off with traffic control devices so that they cannot be accessed.

"ATTACHMENT A-2"
Proposed Work Schedule

Proposed schedule for City of St. Helena park tree work

Proposed Work Schedule for Wappo Park and Crane Park

St. Helena, California | October 12–November 6, 2026

SkyView Tree Experts proposes to complete the park tree work in sequence, beginning at Wappo Park and then moving to Crane Park. Field work is planned Monday through Friday, 7:00 a.m. to 5:00 p.m., excluding weekends and City holidays.

Planned sequence

Location	Dates	Work status
Wappo Park	Mon Oct 12	Start Work- Field work, 7:00 a.m.–5:00 p.m.
Wappo Park	Mon Oct 13 – Fri Oct 16	Field work, 7:00 a.m.–5:00 p.m.
Wappo Park	Mon Oct 19 – Fri Oct 23	Field work and anticipated completion
Crane Park	Mon Oct 26 – Thu Oct 29	Start work 10/26-Field work, 7:00 a.m.–5:00 p.m. No work Friday 10/30-Last day of Farmers Market
Crane Park	Mon Nov 2 – Fri Nov 6	Field work and anticipated completion

Schedule conditions

October 12, 2026 is the first planned field day at Wappo Park. The Wappo Park window therefore contains ten working days. The Crane Park window contains ten working days.

If Wappo Park work finishes before October 23, crews will move to Crane Park on the next available working day, subject to City coordination and site readiness. Crane Park may then finish before November 6. Saturdays, Sundays, and any additional City-observed holiday are nonwork days; confirm the City holiday calendar and park access before the schedule is finalized.

This is a proposed schedule. Weather, site conditions, public use, and City direction may require adjustments, which SkyView will coordinate with the City.

EXHIBIT "B"

BUDGET

I. BUDGET

Payment under this Agreement shall be on a time-and-materials basis, with total payment for services and expenses not to exceed \$124,000. CONTRACTOR shall bill for actual hours worked at the rates specified in the rate sheet attached to this Agreement. Reimbursable expenses may include vehicle mileage, equipment, materials, disposal fees, and other project-specific expenses approved in advance in writing by NCRCD, at the rates or costs agreed to by NCRCD. Invoices shall itemize labor hours, applicable rates, and expenses and include supporting documentation for reimbursable costs. CONTRACTOR shall not exceed the \$124,000 limit without a written amendment to this Agreement executed by both parties.

Vehicle mileage associated with the Project may be billed at the State's current mileage rate for the year. Current rates can be viewed at the following website link:
<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

EXHIBIT "C"

ADDENDUM FOR CONTRACTS RECEIVING FEDERAL FUNDING

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

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

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

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

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

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

event of default and any liquidated damages due from CONTRACTOR pursuant to the terms of this Agreement. NCRCD will pay CONTRACTOR for satisfactory work rendered through the date of termination, less any such offset.

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

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

- (a) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- (d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this

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

- (e) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The CONTRACTOR will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

- 4. If this Agreement is a construction contract in excess of \$2,000, the following provisions apply:
 - a. **Davis-Bacon Act.** CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, CONTRACTOR must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition,

CONTRACTOR must pay wages not less than once a week. The decision to award this Agreement is expressly conditioned upon the acceptance of the wage determination. NCRCD will report all suspected or reported violations to the Federal awarding agency.

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

- i. **Contractor.** The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. As provided by the those provisions, CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
 - ii. **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
5. If this value of this Agreement is more than \$100,000 and the Agreement involves the employment of mechanics or laborers, the following provision applies:

Compliance with the Contract Work Hours and Safety Standards Act.

- (a) **Overtime requirements.** No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- (c) **Withholding for unpaid wages and liquidated damages.** NCRCD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - (d) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
6. **Rights to Inventions Made Under a Contract or Contract.** If the Federal award meets the definition of "funding Contract" under 37 C.F.R. § 401.2(a) and NCRCD in entering this Agreement with a small business firm or nonprofit organization for the purpose of the substitution of parties, assignment, or performance of experimental, developmental, or research work under the Federal "funding Contract," CONTRACTOR must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.
7. If this value of this Agreement is more than \$150,000, the following provision applies:
- Clean Air Act and Federal Water Pollution Control Act.** CONTRACTOR must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to NCRCD, the Federal awarding agency, and the Regional Office of the Environmental Protection Agency ("EPA"). When reported to NCRCD, NCRCD will ensure that the violations are reported to the Federal awarding agency and the Regional Office of the EPA. CONTRACTOR will include these requirements in each subcontract exceeding \$150,000 that is, in whole or in part, federally funded.
8. If the value of this Agreement is more than \$25,000, or if this Agreement requires the approval of the federal funding agency, the following provision applies:

Debarment and Suspension.

- (a) This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates

(defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

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

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

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

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

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

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
15. If this value of this Agreement is more than \$100,000, CONTRACTOR, and its lower tiers, must sign and submit the following certification to NCRCD:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Contracts

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

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

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

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

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

The CONTRACTOR, Sky View Tree Experts Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Dan Dunn, President

Name and Title of Contractor's Authorized Official

Date

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

CONTRACTOR: Sky View Tree Experts Inc.

By: _____
Dan Dunn, President

Date: _____

EXHIBIT "D"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Waivers

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

Definitions

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

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

1. The listed items are:

i. Non-ferrous metals;

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

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

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

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

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

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

“Manufactured products” means:

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

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

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

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

EXHIBIT "E"
PREVAILING WAGE

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

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

1813500.1

Monday, 9 November

8:30am **Registration**
First Floor Lobby

9am **Coffee and Networking**
Coastal Conference Room

9:30am **Training Day Plenary - Steven Popper and Rob Lempert**

10:45am **Short Break**
Coastal Conference Room

11am **DMDU Case Studies Panel**
Riverfront Gallery
Chaired by: Dr. Jordan Fischbach

12pm **Lunch and Social Hour**
Coastal Conference Room

1pm **Building DMDU Thinking / DMDU Beyond Data Analysis**
Chaired by: Dr. Colleen McHugh

2:10pm **Thinking and Planning with DMDU - Part 1**
Basin Conference Room

2:10pm **Methods Track - Part 1**
Delta Conference Room

2:10pm **Tools Track - Part 1**
Riverine Conference Room

3:10pm **Break**
Coastal Conference Room

3:30pm **Thinking and Planning with DMDU - Part 2**
Basin Conference Room

3:30pm **Methods Track - Part 2**
Delta Conference Room

3:30pm **Extreme-scale Model Exploration with Swift and MORDM and Rhodium**
Riverine Conference Room

4:30pm **Training Day Closing**
Riverfront Gallery

Tuesday, 10 November

8am **Registration**
First Floor Lobby

8:30am **Breakfast**
Coastal Conference Room

9am **Opening Plenary - Senator Mary Landrieu**
Riverfront Gallery

10am **Water Resources and Reservoir Systems (Part 1)**
Basin Conference Room

10am **Bayesian-Belief Direct Policy Search for Adaptive Water Supply Planning with Endogenous Learning**
» Ms. Mofan Zhang, Dr. Megan Lickley, Dr. Marta Zaniolo, Dr. Arjun Nellikkattil, Dr. Sarah Fletcher

10:20am **Combining salinity forecast models with reservoir operations to mitigate saltwater intrusion events: a case study in the tidal Susquehanna River**
» Mr. Ethan Heidtman, Dr. Antonia Hadjimichael

10:40am **Leveraging evolutionary multi-objective reinforcement learning and sensitivity analysis to better navigate implementation uncertainty in cooperative water supply investment pathways**
» Ms. Lillian Lau, Dr. Patrick Reed

11am **Continuous Adaptation of Reservoir Control Policies via Bayesian Updating Across a Climate Exposure Space**
» Dr. Marta Zaniolo

10am **Governance, Democracy & Institutions**
Delta Conference Room
Chaired by: Dr. Rob Lempert

How Can DMDU Help Reform the Regulatory State?
» Dr. Rob Lempert, Prof. Chris Nelson, Mr. Steve Neugeboren

10am **Institutionalizing and Communicating DMDU**
Riverine Conference Room
Chaired by: Dr. Casey Helgeson

Practicing DMDU in different institutional contexts
» Dr. Casey Helgeson, Dr. Nastaran Tebyanian, Dr. Patrick Kane, Ms. Allison DeJong, Dr. Colleen McHugh, Mr. Garvin Pittman, Ms. Diana Di Leonardo, Dr. Jordan Fischbach

11:30am **Lunch**
Coastal Conference Room

12:30pm **Water Resources and Reservoir Systems (Part 2)**
Basin Conference Room
Chaired by: Dr. Jordan Fischbach

12:30pm **Applying DMDU in a Formal Public Decision-Making Process: the Colorado River Basin Long-Term Planning Experience**
» Dr. Rebecca Smith, Dr. Nathan Bonham, Mr. Alan Butler, Ms. Carly Jerla, Dr. James Prairie, Dr. Sarah Baker, Dr. Logan Callihan

12:50pm **Adapting DMDU Techniques to Analyze Many Diverse Resources in a Colorado River Basin Long-Term Planning Process**
» Dr. Nathan Bonham, Dr. Rebecca Smith, Mr. Alan Butler, Ms. Carly Jerla, Dr. James Prairie, Dr. HB Zeff

1:10pm **Distributive, Procedural, and Corrective Justice in Affordable Water Supply Planning under Uncertainty**
» Dr. Sarah Fletcher, Ms. Greta Markey, Dr. Jennifer Skerker, Prof. Khalid Osman

Continued from Tuesday, 10 November		
12:30pm	Governance, Democracy and Institutions <i>Delta Conference Room</i> Chaired by: Ms. Allison DeJong	1:30pm Hacking adaptation – using policy hackathons in adaptation planning » <u>Dr. Sadie McEvoy</u> , Prof. Marjolijn Haasnoot, Dr. Renske de Winter
12:30pm	DMDU and Citizen Assemblies: A post-fire case study from Pacific Palisades, California » <u>Dr. Rob Lempert</u> , Ms. Maryam Zar, Mr. Jay Balagna, Ms. Eliana Bernstein	2pm Break with Snacks <i>Coastal Conference Room</i>
12:50pm	Vulnerability Analysis for Redistricting: Characterizing Maps Using Uncertain Community Splits » <u>Dr. James Syme</u>	3pm Coastal and Delta Adaptation <i>Basin Conference Room</i> Chaired by: Dr. Nastaran Tebyanian
1:10pm	Negotiating Management Alternatives under Uncertain Future Conditions using a Self-Organizing Map Framework » <u>Dr. Joseph Kasprzyk</u> , Ms. Madeline Pernat, Dr. Edith Zagana	3pm Institutionalizing Early-Warning Signals in Dutch Delta Governance » <u>Prof. Arthur Petersen</u> , Prof. Marjolijn Haasnoot, Dr. Susan van 't Klooster
1:30pm	Constraint, Conflict, and Change: 3Cs Determining Societal Development under Deep Uncertainty » <u>Dr. Richard Silbergliitt</u>	3:15pm Developing Dynamic Adaptation Pathways for Compound Flooding in Jackson County, Mississippi » <u>Dr. David Rounce</u> , Dr. Matthew Weathers, Dr. Alison Rellinger, Ms. Qiyamah Williams, Dr. Renee Collini, Dr. Sadaf Mahmoudi
12:30pm	Institutionalizing and Communicating DMDU <i>Riverine Conference Room</i>	3:30pm Evaluating the Explainability and Updateability of Climate Adaptation Roadmaps under Deep Uncertainty » <u>Prof. Takuya Nakashima</u> , Dr. Kenya Suzuki, Prof. Ryota Wada, Dr. Takahiro Oyama
12:30pm	DMDU with hundreds of decision makers: how DMDU principles and approaches can support climate adaptation in the farming and forestry industries » <u>Dr. Julie Shortridge</u>	3:45pm Extending Adaptation Pathways with Backcasting: Identifying Pivotal Decisions through a Dual Approach with DAPP-Δ » <u>Dr. Renske de Winter</u> , Ms. Noor ten Harmsen van der Beek, Dr. Karianne de Bruin, Ms. Esther van Baaren, Dr. Sadie McEvoy, Prof. Marjolijn Haasnoot
12:50pm	ADVANCING DMDU EDUCATION: MOVING TO THE NEXT STAGE » <u>Prof. Steven Popper</u> , <u>Dr. Rob Lempert</u> , <u>Dr. Edmundo Molina</u>	
1:10pm	Analyzing Learning Mechanisms in Serious Games for Climate Change Adaptation through Tradespace Analysis and Data/Frame Theory » <u>Dr. Kenya Suzuki</u> , Prof. Takuya Nakashima, Prof. Ryota Wada	3pm Energy and Infrastructure <i>Delta Conference Room</i> Chaired by: Prof. John Sabo

Continued from **Tuesday, 10 November**

Aggregating Global Change Scenario Ensembles through Robustness Metrics

» [Dr. Gi Joo Kim](#), Dr. Jacob Wessel, Prof. Jonathan Lamontagne, Dr. Abigail Snyder, Dr. Thomas Wild, Prof. John Sabo

3pm **Institutionalizing and Communicating DMDU**
Riverine Conference Room

3pm **Uniting siloed disciplines to advance decision support systems for climate risk management**

» [Dr. Lynée Turek-Hankins](#), Dr. Adam Pollack, Dr. Casey Helgeson, Dr. Klaus Keller

3:20pm **Lost (and Found!) in Translation: Overcoming Barriers to DMDU for Non-Specialist Policymakers**
» [Mr. Henry Graumlich](#)

3:40pm **Participatory Engagement for Critical Mineral Community Decision-Making**
» [Ms. Selena Gerace](#)

4pm **The Challenges and Opportunities for DMDU Applications in the Mining Sector**
» [Mr. Christopher Dacey](#)

5pm **DMDU Annual Meeting Reception**
LSU Center for River Studies

Wednesday, 11 November

8am **Registration**
First Floor Lobby

8:30am **Breakfast**
Coastal Conference Room

9am **Artificial Intelligence and DMDU**
Riverfront Gallery
Chaired by: Dr. Nidhi Kalra

10am **AI and DMDU Methods**
Basin Conference Room
Chaired by: Dr. Nidhi Kalra

10am **Enhancing DMDU with AI**
» [Dr. Nidhi Kalra](#)

10:30am **AI-Augmented Policy Red Teaming for Decision-Making Under Deep Uncertainty**
» [Dr. Jaakko Kuosmanen](#)

10:45am **Surrogates and Chatbots: Natural Language Interaction and Surrogate Modeling as a Vehicle to Enable Engagement With DMDU Analyses**
» [Dr. James Syme](#), Dr. Edmundo Molina, Ms. Alexa Martinez

10am **Health and Social Policy**
Delta Conference Room

10am **Dynamic Adaptive Decision Support in Healthcare: Bridging Science and Practice through Multi-Case Learning in Hospital Settings**
» [Dr. Anke Aarninkhof - Kamphuis](#), Dr. Hans Voordijk, Prof. Geert Dewulf

10:20am **Stress-Testing the Welfare State: Decision-Making Under Deep Uncertainty in Population Mental Health**
» [Dr. Aleksi Neuvonen](#)

Continued from Wednesday, 11 November			
10:40am	Decision-Making Under Deep Uncertainty: Economic Costs and Policy Trade-offs of COVID19 Lock down in India » <u>Prof. Haripriya Gundimeda</u>	1:30pm	Integrating Foresight Methods to Enable Robust Planning Under Deep Uncertainty » <u>Dr. Richard Silbergliitt</u> , Prof. Steven Popper
11am	Scenario discovery in a foresight study on sport and physical activity » <u>Mr. Guus Luijben</u> , Dr. Willem Auping, Mr. Patrick Steinmann	12:30pm	Health and Social Policy <i>Delta Conference Room</i> Chaired by: Dr. Jonathan Ozik and Jonathan Ozik
10am	Coastal and Delta Adaptation <i>Riverine Conference Room</i> Chaired by: Dr. Renee Collini	12:30pm	DMDU Methods Advances in the Health Decision Sciences » <u>Dr. Pedro Nascimento de Lima</u> , <u>Mr. Javier Rojas Aguilera</u> , <u>Dr. Thomas Trikalinos</u> , <u>Dr. Jonathan Ozik</u> , <u>Dr. arindam fadikar</u>
10am	What is "Effective" Adaptation? Sharing knowledge and practice on evaluating Climate Adaptation Under Deep Uncertainty » <u>Dr. Sadie McEvoy</u> , Dr. Ali Rellinger, Ms. Qiyamah Williams, Dr. Jessica Henkel	12:30pm	Coastal and Delta Adaptation <i>Riverine Conference Room</i> Chaired by: Dr. Renee Collini
11:30am	Lunch <i>Coastal Conference Room</i>	12:30pm	Coastal Adaptation Under Uncertainty: A Participatory MCDM Analysis of Coastal Squeeze Solutions » <u>Dr. Anamaria Bukvic</u> , Dr. Thomas R. Allen, Dr. Patrick Biber
12:30pm	AI and DMDU Methods <i>Basin Conference Room</i> Chaired by: Dr. Nastaran Tebyanian	12:50pm	Considering retreat can be crucial to identify robust adaptation strategies in nourishment-dependent coastal communities » <u>Dr. Prabhat Hegde</u> , Dr. Adam Pollack, Dr. Vikrant Vaze, Dr. Klaus Keller
12:30pm	Integrating SuPy into Exploratory Modelling for Urban Climate Adaptation: A Proof-of-Concept Application » <u>Dr. Simona Mannucci</u>	1:10pm	Multi-Objective Optimization in the 2029 Louisiana Coastal Master Plan » <u>Dr. Nastaran Tebyanian</u> , Dr. Patrick Kane
12:50pm	Conditional Protection Matrices for Decision Making Under Partial Information » <u>Dr. Kurt Klein</u>	1:30pm	A Framework For Optimizing Green-Grey Infrastructure Selection » <u>Mr. Paul Lagarde</u> , Mr. Thomas Clement, Ms. Sally ("Catie") Dillon, Dr. Amanda Tritinger, Mr. Rusty Permenter
1:10pm	Sneaking Deep Uncertainty into Transportation Planning: The Boston MPO Growth Rate Explorer » <u>Mr. Martin Milkovits</u>	2pm	Break with Snacks <i>Coastal Conference Room</i>

Continued from **Wednesday, 11 November**

3pm **Coastal and Delta Adaptation**
Basin Conference Room
Chaired by: Ms. Allison DeJong

3pm **The Barrier Island Restoration Tradeoff Analysis Toolkit: A Python Library for DMDU in Sediment Management**
» [Dr. Patrick Kane](#), [Dr. Nastaran Tebyanian](#), [Ms. Diana Di Leonardo](#), [Dr. Soupy Dalyander](#), [Dr. Travis Swanson](#)

Thursday, 12 November

8am **Registration**
First Floor Lobby

8:30am **Breakfast**
Coastal Conference Room

9am **Coastal Protection and Restoration Authority Decision Maker Plenary**
Riverfront Gallery

10am **AI and DMDU Methods**
Basin Conference Room
Chaired by: Ms. Lillian Lau

10am **Quantifying Explanation Uncertainty in XAI Emulators for Water Shortage Attribution in the Western U.S.**
» [Ms. Yifan Luo](#), [Dr. Danielle Grogan](#), [Dr. Shan Zuidema](#), [Dr. Richard Lammers](#), [Dr. Jiameng Zheng](#), [Mr. Matthew Lisk](#), [Dr. Karen Fisher-Vanden](#), [Dr. Sheila Olmstead](#), [Dr. Vivek Srikrishnan](#)

10:20am **Metamodeling for Optimization--a Comparative Analysis**
» [Dr. James Syme](#), [Dr. Edmundo Molina](#), [Ms. Alexa Martinez](#), [Mr. Carlos Fabian Fuentes Rivas](#), [Mr. Juan Antonio Robledo Lara](#)

10am **Security, Conflict and Geopolitics**
Delta Conference Room
Chaired by: Dr. Edmundo Molina

10am **From Theory to Practice: A Review of Robust Decision Making in Real-World Contexts**
» [Ms. Alexandra Bilder](#), [Mr. Grant Ellison](#), [Dr. Rob Lempert](#)

10:20am **Anticipatory Closure under Polycrisis? Reflections from a Disaggregative Delphi on Environmental-Geopolitical Uncertainty in the Gulf of Finland**
» [Dr. Aleksi Neuvonen](#)

10:40am **Robust Policy Responses to AI in the Labor Market**
» [Dr. Casey Barkan](#), [Dr. MacKenzie Scott](#)

11am **Stress-Testing National Climate Targets: A 136 Country Scenario Discovery Assessment of NDC Feasibility and Failure Regions**
» [Mr. Juan Antonio Robledo Lara](#), [Dr. Edmundo Molina](#), [Mr. Javier Rojas](#), [Dr. James Syme](#), [Mr. Carlos Fabian Fuentes Rivas](#), [Ms. Alexa Martinez](#)

10am **Energy and Infrastructure**
Riverine Conference Room

10am **Robust Climate Decisions Under Deep Uncertainty: Advancing IAMs for Decision Support**
» [Dr. Giacomo Marangoni](#)

11:30am **Lunch**
Coastal Conference Room

12:30pm **AI and DMDU Methods**
Basin Conference Room

Continued from Thursday, 12 November

12:30pm **Adversarial Decision-Making Under Deep Uncertainty in Agentic AI-Based Cyber Attacks on Critical Infrastructures: An Integrated Resilience Framework**

» [Dr. Joseph Ponnolly](#)

12:50pm **A Robust Decision Architecture for Artificial Intelligence**

» [Dr. Benjamin Boudreaux](#), Dr. Rob Lempert

1:10pm **Finding Climate Black Swans: AI-Assisted Horizon Scanning for Unseen Climate and Weather Extremes**

» [Dr. Tom Wood](#), Dr. Tom Matthews

12:30pm **Flood and Stormwater Risk**

Delta Conference Room

Chaired by: Ms. Lillian Lau

12:30pm **Unrefined national building inventories can mislead risk assessments and decisions**

» [Dr. Adam Pollack](#), Dr. James Benedict, Dr. Mithun Deb, Dr. James Doss-Gollin, Dr. David Judi, Mr. William Lehman, Mr. Nicholas Lutz, Mr. Cade Reesman, Ms. Elaine Sarazen, Dr. Youngjun Son, Dr. Vivek Srikrishnan, Dr. Ning Sun, Dr. Klaus Keller

12:50pm **A simple adaptive strategy for drainage system retrofits to manage stormwater under deep uncertainty**

» [Ms. Siqi Ke](#), Ms. Rose Kachelski, Dr. Vikrant Vaze, Dr. Klaus Keller

1:10pm **Collaborative Development of a Pluvial Flood Model and Adaptation Strategies to Advance Resilience in Baltimore**

» [Ms. Ava Spangler](#), Dr. Antonia Hadjimichael, Dr. Mahsa Adib, Dr. Hong Wu, Dr. Claire Welty, Dr. Benjamin Zaitchik

1:30pm **Climate Change Worsens Localized Flood Damages: a Case Study in Philadelphia, Pennsylvania**

» [Mr. Parin Bhaduri](#), Dr. Vivek Srikrishnan

12:30pm **Energy and Infrastructure**

Riverine Conference Room

Chaired by: Dr. James Syme

12:30pm **When the Model Is Also Uncertain: DMDU for AI-Driven Grid Planning**

» [Mr. Ruobing Wang](#)

12:50pm **Robust Substation Upgrade Strategies for Electric Heavy-Duty Truck Charging Under Deep Adoption Uncertainty**

» [Mr. Fletcher Passow](#), Dr. Sarah Fletcher, Dr. Ram Rajagopal

1:10pm **Protecting the Bulk Electric System From Geomagnetically Induced Currents: A Robust Decision Making Approach**

» [Dr. Kurt Klein](#)

1:30pm **Local siting decisions under uncertainty shape the health benefits of deep decarbonization**

» [Mr. Jinyu Shiwan](#), Dr. Wei Peng, Dr. Gokul Iyer, Dr. Vivek Srikrishnan, Dr. Klaus Keller

2pm **Break with Snacks**

Coastal Conference Room

3pm **Security, Conflict and Geopolitics**

Basin Conference Room

3pm **A Geospatial Framework for Estimating SSBN Force Structure Across Deeply Uncertain Strategic Futures**

» [Dr. Kurt Klein](#)

3:20pm **Modelling Adaptive Drug Trafficking networks**

» [Mr. Coen van den Elshout](#), Prof. Jan Kwakkel, Dr. Willem Auping, Dr. Patrick Steinmann

3:40pm **An RDM-based Approach to Simulating Competition Under Deep Uncertainty**

» [Mr. David Kong](#)

Continued from **Thursday, 12 November**

- | | |
|--------|--|
| 4pm | Reaching Agreements under Deep Uncertainty through Strategic Negotiation Campaigns
» Dr. Tim McDonald |
| 3pm | Flood and Stormwater Risk
<i>Delta Conference Room</i>
Chaired by: Ms. Allison DeJong |
| 3pm | Developing Priority Research Questions for DMDU in Insurance
» Ms. Allison DeJong |
| 3pm | Energy and Infrastructure
<i>Riverine Conference Room</i> |
| 3pm | Scenario Space Exploration for Robust Energy Planning
» Dr. Amir Fattahi , Ms. Rebeka Beres, Mr. Mobi van der Linden, Dr. Felipe Blanco Rocha, Prof. André Faaij |
| 3:20pm | GSA-Informed Scenario Generation for Computationally Efficient Robust Decision Making in Energy System Planning
» Mr. Lorenzo Caravetta , Dr. Alessandro Amaranto, Dr. Marco Tangi, Prof. Emanuela Colombo |
| 3:40pm | A Robust Decision Making-Multi-Dimensional Dynamic Adaptive Pathway Approach to manage geo-economic uncertainty in a range of possible futures
» Dr. Mark Workman , Ms. Razan Alanazi, Prof. Yousef Alshammari, Dr. Diarmid Roberts, Dr. Geoff Darch, Mr. Quillan Shaw, Mr. Edoardo Taricco, Prof. Solomon Brown |
| 4pm | Leveraging DMDU Techniques to Overcome Challenging Uncertainties in Probabilistic Risk Assessment of Nuclear Energy Systems
» Prof. Tatsuya Sakurahara |

Policy Advisory Committee (2026-2027)

An Ad Hoc Committee of the Board of Directors of the Napa County Resource Conservation District

DRAFT for Board discussion: October 8, 2026

Purpose:

The purpose of the Policy Advisory Committee is to work with staff on the development of new agency policies and the revision of existing policies over the next twelve months. Priority will be given to (1) policy gaps that create operational, safety, or financial risk for the District; (2) policies that need to be updated to be consistent with current state or federal law or funder requirements; and (3) policies that need to be updated to be consistent with the latest norms and best practices of similar public agencies.

Term:

It is anticipated that the Policy Advisory Committee will be in effect for approximately twelve (12) months after the date of its formation.

Structure:

The Policy Advisory Committee is a *temporary* (ad hoc) advisory committee, limited in scope and duration, composed solely of up to three Directors appointed by the Board, in accordance with Gov. Code § 54952(b). The Committee will work with the Executive Director and relevant staff (e.g., Finance & Administration Manager, Program Directors, safety officer) to provide input and advice on draft District policies.

The Committee is advisory only and has no authority to adopt policy. Consistent with Policy #1010 (Adoption/Amendment of Policies), all proposed new or amended policies will be brought to the full Board for consideration and approval. The Committee will meet on an as needed basis. The Committee will provide brief progress updates at regular Board meetings.

Draft Scope of Work:

It is anticipated that Committee members will be asked to provide input and advice to staff regarding the following policies:

- **Severe Weather (new policy):** A policy governing District operations during extreme heat, wildfire smoke, winter storms and flooding, high winds, and power shutoffs. Topics will include decision authority for office closures and field-work cancellations, remote-work options, pay and leave during closures, communication protocols, and alignment with the District's Illness & Injury Prevention Program, Heat Illness Prevention Plan, and Cal/OSHA heat and wildfire smoke standards.
- **Compensation (new policy):** A policy establishing the District's compensation philosophy and market target; the components of compensation (base salary, step increases, cost-of-living adjustments, bilingual pay premium, and benefits); the position classification structure and Board-adopted Salary Schedule; performance-based step advancement and classification promotion; pay transparency, pay equity, and legal compliance; and the roles of the Board, Executive Director, supervisors, and HR consultant.
- **Procurement (update):** Update to the District's procurement policies, including Purchasing (#3150), Procurement of Professional Services (#3205), Procurement of Construction Services (#3210), and CalCard Usage (#3145), with attention to current legal thresholds, state and federal grant requirements,

and consistency with the Authorities of the Executive Director (#3015). Consolidation into a single procurement policy will be considered.

- **Legislative Advocacy (new policy):** A policy establishing how the District takes positions on legislation and regulation, who may speak on the District's behalf, when Board authorization is required, coordination with CARCD and partner agencies, and legal limits on the use of public resources for advocacy and campaign activity. The policy will be reviewed alongside Political Activity on District Facilities (#2073).
- **Finance policies (review):** Review and update of policies in the 3100 series (e.g., Budgetary Controls, Fixed Assets, Fund Balance, Revenue Recognition, Fee for Services, Petty Cash, Reimbursement), coordinating with the Finance Committee and timed to support the FY 2027-28 budget cycle.
- **Board policies (review):** Review and update of priority policies in the 4000 (Board of Directors) and 5000 (Board Meetings) series, including updates needed to reflect recent Brown Act amendments and current ethics and harassment-prevention training requirements.

ANNUAL REPORT 2025

NAPA COUNTY RESOURCE CONSERVATION DISTRICT
NAPARCD.ORG / 707.690.3110



CONSERVATION SOLUTIONS



Napa County Resource Conservation District (Napa RCD) provides environmental expertise to help our community conserve local soil, water and wildlife.

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

MISSION

The mission of Napa RCD is to support and empower everyone in Napa County to conserve, protect, and restore natural resources.

VISION

Napa RCD is committed to a vision of Napa County as a model of sustainability: A place where a healthy natural environment and thriving communities are intertwined in a way that they depend on, support, and enhance each other.

TOGETHER, WE'RE MAKING A DIFFERENCE

Based on data from 2025–2026

- Supported over 41 farms and educated almost 70 farmworkers with regenerative agriculture practices, resulting in significantly enhanced soil quality and water efficiency.
- Worked with the community to improve forest health, wildfire resilience, and wildlife habitat, improving 567 acres, and providing hands-on guidance to 85 landowners / properties.
- Provided critical monitoring of miles of stream to track impact of restoration activities and take pulse of watershed health.
- 1,529 youth participated in hands-on environmental projects, inspiring the next generation of conservation leaders.
- 770 community members volunteered with Napa RCD to help protect wildlife habitats, restore waterways, and promote local biodiversity.



LEADERSHIP LETTER

Dear Friends,
We are grateful you are here, as volunteers, donors, partners, and supporters of Napa RCD.

This past year brought real progress on the conservation challenges that matter most to Napa County. Farmers worked with us to build healthier soils and use water more wisely. Steelhead and other native fish are reaching spawning habitat they've been blocked from for decades. Thousands of students spent time outdoors learning about the watershed they live in, and volunteers hauled thousands of pounds of trash out of the Napa River. Across the county and region, our team worked side by side with many community members on projects built to last.

We are now in the third year of our Strategic Plan, and the work is cohering in a way that feels meaningful. Watershed and fisheries recovery, creek and wetland restoration, forest health, regenerative agriculture, and education are not separate things we do, they are one response to one challenge: keeping our local environment healthy and resilient as the climate changes around us.

We will be honest with you: The funding environment ahead is difficult. Federal conservation programs have been cut back, competition for state dollars is growing, and the agricultural economy that shapes so much of our landscape is in a period of adjustment. We are planning for all of this carefully and realistically.

But we are also genuinely excited about what's ahead. As vineyard land fallows and transitions, we have a real opportunity to help landowners establish native habitat, improve groundwater recharge, and restore biodiversity. Our restoration work at Huichica Creek and Suscol Creek is moving toward implementation, with plans to weave together habitat, community partnership, public access, and education into the same projects. A fish pass on Sulphur Creek, years in the making, is now significantly improved.

None of this happens without community. We see that every week in the farmers who take care of their soils, the volunteers who show up at the river, the students who go home and tell their families about beavers. Our job is to connect those people to the tools, the science, and each other. We feel lucky to do it.

Thank you, deeply, for your support of Napa RCD and the environmental health of Napa County.

Lucas Patzek, Ph.D.
Executive Director

Bruce Barge
Board President



HUICHICA CREEK PRESERVE: A CREEK RECLAIMS ITS FUTURE



Napa RCD has owned 21 acres along the lower Huichica Creek since 1991. For 25 years, we operated a demonstration vineyard at the site, tested regenerative practices and hosted community education. Repeated flooding and saltwater intrusion made viticulture untenable, and in 2022 we removed the vineyard and its infrastructure.

A community visioning process identified floodplain restoration as the best long-term use for the site. Paired with adjacent lands, it could restore roughly 70 acres of habitat for wildlife and people.

Over the next two years, Napa RCD will develop a restoration plan and permits with funding from 2016's Measure AA, the clean and healthy bay measure. Working with a range of restoration experts, landowners, and the community, the effort will restore the creek and wetlands and strengthen connections between land and community.

WHAT THE LAND IS TELLING US

Early findings point to strong potential for large-scale tidal and riparian habitat restoration:

- The site sits at an important transition zone between upland watershed and downstream tidal marsh
- Site conditions include existing infrastructure, periodic flooding, and channel degradation from historical modification
- Tidal influence and hydrology are primary design drivers
- Restoration must balance habitat with public access and continued farming nearby

BUILDING A SHARED VISION

A public visioning process shaped the restoration direction, and engagement remains central to every phase ahead. Next steps include:

- Incorporate public feedback gathered through the initial comment period
- Complete the Existing Conditions, Opportunities, and Constraints report
- Develop restoration design alternatives and continue technical studies and modeling
- Hold the next round of community engagement in fall of 2026
- Continue guidance from the newly formed Advisory Committee, which includes members of the public

FOREST HEALTH: BUILDING COMMUNITY RESILIENCE

THE CASE FOR PRESCRIBED FIRE

Fire, whether ignited naturally or strategically by humans, has been a part of California landscapes since time immemorial, shaping native plant, wildlife, and human communities. Over 100 years of fire suppression has dramatically changed California ecosystems and human relationship to fire. By returning beneficial fire to our landscapes, we can reestablish healthier ecosystems, and human connection to beneficial fire.

This is where Napa Prescribed Burn Association (PBA) comes in. Formed in 2023, and funded primarily by County of Napa and California Department of Conservation, Napa PBA is a volunteer-based mutual-aid network that empowers communities to use responsible burning practices to restore ecosystem health and reduce the risk of catastrophic fire by providing the education, training, and resources to conduct prescribed burns.

A YEAR OF GROWTH, A YEAR OF IMPACT

With Napa RCD's focus on working with our community and partners, as well as our regional and state-wide collaborations, we are well suited to support the Napa PBA as the momentum builds. Currently Napa RCD dedicates staff time to coordinate Napa PBA, provide technical assistance, and secure funding to support the continued growth and impact of the movement.

Over the past year, Napa PBA and its partners have been increasing capacity to support the beneficial fire movement in Napa County. Key activities include providing technical assistance to landowners, bringing critical resources to private landowners to conduct pile burns, collaborating with neighboring PBAs to host certified trainings, coordinating educational and community-building opportunities, and ongoing efforts to deepen relationships with key community partners, like CAL FIRE, UC Cooperative Extension, and Napa Communities Firewise Foundation. As the need and scale of beneficial fire continues to increase, Napa PBA looks forward to building a strong PBA community to meet this need.



REGENERATIVE AGRICULTURE: EXPLORING THE POWER OF BIOCHAR AND COMPOST

Napa RCD is helping growers make informed decisions about soil health investments that benefit their land, their business, and the broader ecosystem. Through our partnership with North Coast Soil Hub, our impacts go well beyond Napa County.

ANCIENT WISDOM, MODERN SCIENCE

Long before anyone used words like carbon sequestration, Indigenous farmers in the Amazon discovered how to turn red clay into rich, fertile soils that still feeds crops today. They are a living reminder that people can build soil, not just use it.

SOIL HEALTH IS CROP HEALTH AND WATERSHED HEALTH

Healthy soils hold more water, cycle nutrients more efficiently, and resist erosion — directly protecting the watershed. As organic matter increases, microbial activity improves, helping soils store carbon and support vine health and climate resilience.

THE DEMONSTRATION PROJECT

In 2021, Napa RCD set out to demonstrate how to build soil health in local vineyards. With funding from the USDA's Western Sustainable Research and Education Program, Napa RCD and Treasury Wine Estates launched a study in a Cabernet Sauvignon block with low organic matter. Four treatments are compared side by side: compost, biochar, both combined, and an unamended control.

RESULTS FROM 2025 SOIL TESTING

Compost and biochar together are storing nearly 11 times more carbon than the control, an early sign of long-term climate benefit. These plots also show higher soil respiration, generally indicating a high level of microbial activity and vitality.

Compost alone shows the strongest improvements in soil structure and active carbon, both indicators of growing microbial activity and fertility.

PUTTING SCIENCE TO WORK FOR GROWERS

It is still early to link these changes to grape yields or quality, but initial results indicate compost is improving soil health and biochar may be amplifying those benefits. Napa RCD will continue monitoring to study long-term impact.



WATERSHED HEALTH: REMOVING BARRIERS FOR FISH

A MAJOR INITIATIVE FOR NATIVE FISH

Since 1945, Napa RCD has been a leader in environmental stewardship across Napa County's forests, farms, and watersheds. In 2024, we launched a major initiative to remove fish passage barriers in the Napa River Watershed, supported by over \$7.6 million from NOAA and the California Wildlife Conservation Board. Improving access to quality habitat gives native fish a fighting chance at recovery and long-term survival.

9 MILES OPENED TO FISH IN 2025

In 2025, Napa RCD opened up over 9 miles of creek habitat to fish by removing barriers from Sulphur Creek, Carneros Creek, and Huichica Creek. The Sulphur Creek project was the most impactful to local steelhead and salmon, as it opened up 3+ miles of one of Napa County's most important creek habitats. Working in close partnership with dedicated landowners, the project included removal of a broken fish ladder, replacement of an undersized bridge, and restoration of the creek channel.

MORE TO COME - A LIVING ROADMAP

Working alongside a technical and cultural advisory group, Napa RCD is developing a science-based roadmap to identify, prioritize, and remove the remaining human-made barriers preventing fish from moving freely in the Napa River watershed. Current work includes:

- Removing 2 barriers in 2026, one on Dry Creek, and further lowering one on Huichica Creek
- Designing and permitting removal of barriers in Soda Creek and Pickle Creek
- Assessing the remaining 32 barriers to build a project pipeline
- Expanding fish monitoring to evaluate restoration effectiveness

CONNECTING PEOPLE TO THE WORK

Restoration doesn't end at the water's edge. Napa RCD is engaging the broader community through education, school trips, events, and volunteer opportunities that connect people directly to local habitat restoration — building a shared culture of stewardship that sustains this work for generations.



Before and after fish passage improvements on Sulphur Creek

BUILDING THE NEXT GENERATION OF CONSERVATION LEADERS

A DECADE OF PARTNERSHIP WITH VALLEY OAK HIGH SCHOOL

For over a decade, Napa RCD has partnered to provide environmental education to Valley Oak High School (VOHS) — a school renowned for its wraparound support of students' academic and personal growth. The majority of the school's students are from communities underrepresented in environmental jobs. Together, we've given hundreds of students the chance to engage with nature, plant acorns, and explore careers in Napa County's treasured open spaces.

This year, in partnership with long-time VOHS educator Julie Lovie, we led four cohorts of VOHS students through our Green Futures environmental education program. Major funding was provided by Lewis Cellars and County of Napa. Green Futures includes guided nature exploration time on campus paired with a day-long field trip to Skyline Park. More than 120 VOHS students practiced conservation job skills and connected with career mentors. Ultimately, we hope this plants the seed for a more diverse environmental workforce.

IMPACT BY THE NUMBERS

After participating in Green Futures this year:

- Each student spent 5.5 hours outside connecting with nature
- 91% of students reported positive or very positive outdoor experiences
- 100% felt more connected to local parks and open spaces
- 91% reported meaningful interactions with environmental professionals, gaining insight into potential career paths

PATHWAYS TO CONSERVATION CAREERS

Napa RCD's Green Futures program provides a taste of what the environmental career pathway has to offer. For students looking for a deeper exploration, Napa RCD offers a paid Teen Conservation Internship that exposes students to a variety of job skills and opportunities while building leadership experience and connection to community.



THINKING ABOUT OUR FINANCIAL FUTURE

FINANCIAL FOUNDATION

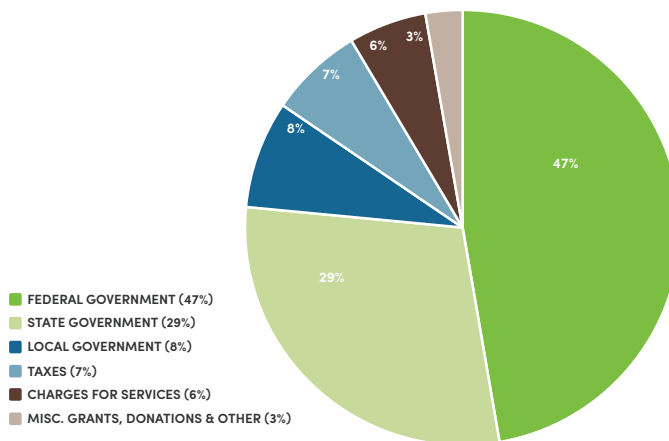
Napa RCD runs on a \$7.6 million budget, and nearly 80 cents of every dollar goes directly into community work: wildfire resilience projects, farmer support, habitat on the ground, and community education, not overhead.

A FUNDING LANDSCAPE IN FLUX

Federal conservation dollars are shrinking and increasingly uncertain, so we're being disciplined: pursuing fewer federal awards and not building programs around grants we don't yet have in hand. Meanwhile, California's Proposition 4 is opening new state funding channels. Our near-term focus is clear: state and local partnerships, including deeper ties with regional governments.

REVENUES	AMOUNT	% OF TOTAL
State Government	\$2,232,989	29%
Federal Government	\$3,611,938	47%
Local Government	\$610,132	8%
Taxes	\$531,856	7%
Misc. Grants, Donations & Other	\$209,859	3%
Charges for Services	\$442,260	6%
TOTAL REVENUES	\$7,639,034	

As a steward of public and private funds, Napa RCD is held to transparency and accountability laws: public meetings, open records, and annual audits. Figures reflect the fiscal year ending June 30, 2026.



MORE COMPETITION, SAME MISSION

As other organizations chase the same shrinking pool of federal and state dollars, we're doubling down on two strengths: partnership and integration. Multi-partner, multi-jurisdictional proposals beat solo submissions. And projects that combine restoration, education, and community engagement—like our work at Huichica Creek—are simply more compelling to funders, because that's how conservation actually works on the ground.

BUILDING FOR THE LONG HAUL

Winning the next grant isn't our overarching strategy, durability is. We're growing our donor base, expanding fee-based services, and pursuing new capacity funding, all to reduce reliance on any single source. The goal: an organization steady enough to weather changes without losing momentum on the work our partners and community members count on.



CELEBRATING OUR SUPPORTERS

Conservation happens because people show up with their time, expertise, and generosity, and choose to make Napa County's natural resources a little healthier than they found it. This year, we celebrated that spirit with two unforgettable gatherings.

AN AFTERNOON AMONG THE VINES

During Earth Month, golden light spilled across the patio at Stag's Leap Wine Cellars as donors, partners, and new friends gathered for an intimate celebration overlooking vineyards and centuries-old oaks. The event was made possible by Associate Director Balkis Johnson, and was equal parts celebration and conversation, as guests learned firsthand about the conservation work unfolding across the county.

A THANK YOU: 800 VOLUNTEERS IN THE MAKING

This year also marked a first: Napa RCD's inaugural volunteer appreciation event, honoring the people who roll up their sleeves for our watersheds year-round. And what a year it was. Nearly 800 community members joined us in the field, photographing streams to monitor flow, planting trees, pulling invasive weeds, and hauling trash from the places they love. Every hour of that work adds up to healthier habitat for the wildlife that calls Napa County home.

DONOR CIRCLE

DONATIONS OF \$25,000+

Andy Beckstoffer
Lewis Cellars
Steve Rasmussen & Felicia Woytak

DONATIONS OF \$1,000 – \$24,999

Bruce Barge
Paul D'Antilio
Isabella & Launce Gamble
Wayne Grout
Greg McGrath
Robert Lee Hudson Foundation

DONATIONS OF \$250 – \$999:

Abhijit Adhye	Emily Savinar-Nogue
Paul Asmuth	Fred Seavey
Stephanie Bailey	Chuck & Felicia
Andrina Carlsen	Shinnamon
Carol Glaser	Laura Snideman
Jim Lincoln	
Tom Moretti	

DONATIONS OF \$1 – \$249

Lynne Baker
David Barkhouse
Sharyn Barthes
Daniela Bazan
Mario Bazan
Janice Beglau-Taylor
Kristin Belair
JoAnna Bennett
Christina Benz
Helen Bergin
Karen Bradley
Rita Burris & Charles Slutzkin
Catch Creative
Catherine Chase
Mary Jane Cipriano
Elizabeth Clark
Kelly Cliff
Sydney Cliff
Henrietta Cohen
Claudia Colantuoni
Christine Cole

Lotte Cosca
Norma de Massaro
Sandra Dickson
Linda Dietiker-Yolo
Marie Dolcini
Peggy Dvorak
Ted & Jennifer Edwards
Sandra Elles
Mary Jane Estes
Nancy Fireman
Denise Flaherty
Bayard Fox
David I Freed
Amy Garden
David Garden Jr.
Holly Gellerman
Gale Giorgi
Dianna Griffin
Cynthia Grupp
Jessica Harcourt
Joan Harris

Rainer Hoenicke
Steven Hogler
Pamela Jackson
Christina Jennings
Linda Jesmok
Erica Kincaid
Joel King
Bob & Doris Klein
Lora Klein
Betty Labastida
David & Jeanine Layland
Drew Lehman
Grania Lindberg
Rian Lindley
Paulette Litz
Julie Lovie
Kelli Marchbanks
Robin McCarthy
Wanda Miller
Melissa Moravec & Kurt Reaume
Patricia Moynihan
Jennifer Putnam

Rainer Hoenicke
Steven Hogler
Pamela Jackson
Christina Jennings
Linda Jesmok
Erica Kincaid
Joel King
Bob & Doris Klein
Lora Klein
Betty Labastida
David & Jeanine Layland
Drew Lehman
Grania Lindberg
Rian Lindley
Paulette Litz
Julie Lovie
Kelli Marchbanks
Robin McCarthy
Wanda Miller
Melissa Moravec & Kurt Reaume
Patricia Moynihan

ACKNOWLEDGMENTS



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

STAFF

Lucas Patzek, Executive Director
Danielle Ashton, Project Manager
Karime Avalos, Accounting and Administration Specialist
Bill Birmingham, Senior Project Manager
Paul Blank, Program Manager
Ali Blodorn, Program Director
Monique Byro, Project Manager
Aaron Fairbrook, Program Manager
Miguel Garcia, Senior Project Manager
Frances Knapczyk, Program Director
Ashley Kvitek, Senior Project Manager
Francisco Larios, Project Assistant
Eric McKee, Senior Project Manager
Martin Perales, Senior Project Manager
Ruby Stahel, Senior Project Manager
Tatia Wieland, Finance and Administration Manager

BOARD OF DIRECTORS

Bruce Barge, President
Paul Asmuth, Vice President
Allison Day
Jim Lincoln
Jennifer Putnam
Gretchen Stranzl McCann
Karen Turjanis

ASSOCIATE DIRECTORS

Kristin Belair
Andrina Carlsen
Chris Carpenter
Pat Gorman
John Henshaw
Balkis Johnson
Joseph Nordlinger
Bryan Parker
Ernie Schlobohm
Maria Villagomez
Lauren Winczewski

USDA-NRCS

Evelyn Denzin, District Conservationist
Chip Bouril, Soil Conservationist
Frank Bradley, Biologist
Ben Schutsky, Engineer
Erika Valek, Soil Conservationist

PHOTO CREDITS:

Andrew Lincoln
Napa RCD Staff and Volunteers





BOARD OF DIRECTORS MEETINGS

Second Thursday of every month

8:00AM at the NVT, 625 Burnell St., Napa (*unless otherwise posted*)

Meetings are open to the public

Agendas and minutes may be found online

NAPA RCD OFFICE

1303 Jefferson St., Suite 500B Napa, CA 94559

707.690.3110 / NapaRCD.org

NATURAL RESOURCES CONSERVATION SERVICE - NAPA OFFICE

1303 Jefferson St., Suite 500B Napa, CA 94559

707.252.4189 / nrcs.usda.gov

FOLLOW US ON SOCIAL MEDIA

 @NapaRCD

 @NapaRCD

 @Napa County Resource Conservation District

 @RCDNapa

