Napa County Resource Conservation District

Special Meeting of the Board of Directors

AGENDA

Monday, November 16, 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 special 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=FIetJfb3ATY0qeJ1FIy5rw539hVUaX.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 agendized item.

Members of the public may submit a public comment in writing by emailing Tatia@NapaRCD.prg by 4:00 P.M. on the day prior to the meeting with "Public Comment" as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 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 October 8, 2026 Regular Meeting.

Recommendation: Approve the minutes from the October 8, 2026 Regular Meeting.

B. Bills Approved by the Executive Director.

Recommendation: Ratify bills approved by the Executive Director.

C. Regular District Bills from October 2026.

Recommendation: Approve District Bills from October 2026.

D. Agreement No. 2026024 with Ecological Solutions CA, LLC for the Westwood Hills Broom Removal Project.

An agreement with Ecological Solutions CA, LLC for French broom removal on approximately 41 acres at Westwood Hills Park in an amount not to exceed $280,000. The work includes cutting and piling, pile burning, and herbicide treatment of regrowth. See the accompanying staff memo for more details.

Recommendation: Approve Agreement No. 2026024 with Ecological Solutions CA, LLC in an amount not to exceed $280,000 for the Westwood Hills Broom Removal Project and authorize the Executive Director to execute the agreement.

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

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 work with staff 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 Board considered this item at its October 8, 2026 Regular Meeting but took no action because several Directors were absent. Since then, Directors Allison Day and Bruce

Barge have asked to join the Committee. 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 Directors Allison Day and Bruce Barge to serve on the Committee.

F. Budget Amendment No. 2 to the FY 2026-27 Annual Budget.

Budget Amendment No. 2 updates the FY 2026-27 Annual Budget to reflect additional project work now anticipated during the fiscal year, particularly in the District's forest health and wildfire resilience program. The amendment increases total revenues by $191,255, to $7,702,306, based on higher anticipated invoicing on specific existing grants, primarily federal awards, the Department of Conservation Regional Forest and Fire Capacity Program block grant, and other state agency agreements. It increases total expenses by $173,815, to $7,403,481, to support the additional work. The largest expense increases are professional services for project implementation (+$113,000); salaries and benefits (+$34,519), reflecting the recent hiring of two Forestry Project Managers and recruitment of a Community Engagement Coordinator, a net increase of one position over the budgeted headcount; and equipment (+$20,000). Staff anticipates additional budget amendments may be necessary during FY 2026-27 given the District's increasingly dynamic funding environment.

Recommendation: Approve Budget Amendment No. 2 to the FY 2026-27 Annual Budget as presented.

4. REGULAR AGENDA

A. Introduction of Rodrigo Vargasrosales, Forester.

Presenter: Ali Blodorn, Forest Health & Restoration Program Director, Napa RCD; Rodrigo Vargasrosales, Forester, Napa RCD. **Duration:** 10 Minutes (5 min presentation / 5 min discussion)

Description: Rodrigo Vargasrosales joined Napa RCD on October 19, 2026 as Forester 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 Rodrigo's position. Rodrigo 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.

B. Resolution No. 2026-03 - Standing Request for Appointment of Directors in Lieu of Election.

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

Description: The terms of three Directors (Gretchen Stranzl McCann, Jim Lincoln, and Bruce Barge) expire at noon on November 27, 2026. As discussed in the attached memo, Public Resources Code section 9314(b) allows the District Board, by adoption of a resolution, to request the Napa County Board of Supervisors to make appointments to the District Board in lieu of holding an election. This request for appointment would apply to the three Director terms expiring this year and to all future expiring terms.

Recommendation: Adopt Resolution No. 2026-03 requesting that the Napa County Board of Supervisors appoint Directors in lieu of election pursuant to Public Resources Code section 9314(b), and direct the Executive Director to transmit certified copies to the Clerk of the Board of Supervisors and the Napa County Registrar of Voters.

C. Napa River Watershed Fish Passage Restoration Program – Project Update.

Presenter: Martin Perales, Senior Project Manager, Napa RCD. **Duration:** 20 Minutes (10 min presentation / 10 min discussion)

Description: Staff will update the Board on the Napa River Watershed Fish Passage Restoration Program, a multi-year, watershed-scale effort to remove man-made barriers that block federally threatened Central California Coast steelhead and other native fish from historic spawning and rearing habitat. The Program runs from August 2024 to December 2028. It has five parts: (1) design and permitting of the Pickle Canyon Creek barrier; (2) design and permitting of the Soda Creek barriers; (3) construction and monitoring of the Sulphur Creek bridge replacement and fish ladder removal; (4) removal of small barriers with the Napa County Flood Control District; and (5) a watershed-wide barrier assessment and ranking that will serve as a long-term "project pipeline," with full design of the top three sites. Together, the work is expected to restore access to about 15 miles of habitat and lay the groundwork for another 56 miles. The update will cover progress on each part since the Board's last briefing, as well as upcoming milestones and funding needs.

Recommendation: Receive the update and provide feedback to staff. No action is required.

D. Regenerate Napa – Proposed Partnership with Zero Foodprint.

Presenter: Anthony Myint, Executive Director, Zero Foodprint; introduced by Lucas Patzek, Executive Director, Napa RCD. **Duration:** 30 Minutes (15 min presentation / 15 min discussion)

Description: Zero Foodprint (ZFP) is a nonprofit that channels contributions from food and beverage businesses and philanthropists into on-the-ground regenerative agriculture projects. It has awarded more than $10 million to over 1000 farm projects. Napa RCD and ZFP are developing a Memorandum of Understanding (MOU) to launch a Napa County program, working name "Regenerate Napa." The program would raise funds from local businesses and philanthropists to help Napa farms and vineyards adopt soil health and carbon farming practices such as compost application, cover crops, and hedgerows. Many local growers are under significant economic pressure, and this kind of support could help them continue protecting their soil. Napa RCD would recruit sponsors, provide technical assistance, and monitor projects. ZFP would administer the fund and report on impact. Mr. Myint will describe ZFP's model, its results in other regions, and the longer-term potential of an industry-wide funding approach for healthy soil in Napa County. Staff expects to bring the MOU to the Board for authorization at a future meeting.

Recommendation: Receive the presentation and provide feedback to staff. No action is required.

5. REPORTS AND ANNOUNCEMENTS

A. USDA-NRCS Report

Presenter: Evelyn Denzin, District Conservationist. **Duration:** 5 Minutes.

B. Funding & Visibility Committee Report

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

C. **Huichica Creek Preserve Advisory Committee Report**

Presenter: Aaron Fairbrook, Program Manager. **Duration:** 5 Minutes.

D. **Executive Director's Report**

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

E. **Directors' Reports**

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

6. **ADJOURNMENT**

Napa County Resource Conservation District

Regular Meeting of the Board of Directors

MINUTES

Thursday, October 8, 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 8:00 A.M. on Thursday, October 8, 2026 by Director Paul Asmuth.

A. Call to Order and Roll Call

Directors present included Paul Asmuth, Allison Day, Jim Lincoln, and Karen Turjanis. Associate Directors Bryan Parker, Chris Carpenter, Patrick Gorman, and Joseph Nordlinger were present online. Napa RCD staff present included Frances Knapczyk, Alison Blodorn, Lucas Patzek, Josh Kursky, and Tatia Wieland.

B. Approval of the Agenda

Approved the agenda for this meeting.

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

2. PUBLIC COMMENT

No comments from the public.

3. CONSENT AGENDA

Director Lincoln abstained from item A.
Item D was removed from the consent agenda.
Approved the consent agenda.

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

A. Minutes from September 10, 2026 Regular Meeting.

Approved the minutes from the September 10, 2026 Regular 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 September 2026.

Approved the regular District bills from September 2026

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

Approved Agreement No. 2026022 with SkyView Tree Experts, Inc.

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

Approved the Executive Director's attendance at the DMDU Society 2026 Annual Meeting in Baton Rouge, Louisiana, November 9-12,2026

4. REGULAR AGENDA

A. Update on the Inner Coast Regional Priority Plan Development

Ali Blodorn, Forest Health & Restoration Program Director provided the update.

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

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

Program Director Ali Blodorn and Forestry Specialist Josh Kursky provided the introduction.

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

C. Formation of Policy Advisory Committee and Appointment of Members

Executive Director Lucas Patzek presented the committee formation proposal.

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

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

Executive Director Lucas Patzek provided the report

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

5. REPORTS AND ANNOUNCEMENTS

A. USDA-NRCS Report

District Conservationist Evelyn Denzin and Assistant State Conservationist Allen Curry provided the report.

B. Executive Director's Report

Executive Director Lucas Patzek provided the report.

C. Funding & Visibility Committee Report

Program Director Frances Knapczyk provided the report.

D. Directors' Reports

Director Day reported that she will be attending the CARCD Conference.

Director Asmuth spoke about two upcoming events in St. Helena: the Wappo Park planting day on November 14th and the Pollinator Planting Day on November 21st.

6. ADJOURNMENT

The meeting was adjourned at 9:17 A.M.

Summary of Expenditures for October 2026

Ratify Regular	$208,429.42
Total Expenditures	**$208,429.42**

Bills Report November Meeting/October Bills

Vendor #	Vendor Name	Object	PL Project	Activity	Subcategory	Invoice Date	Invoice	Amount	Line Description
4067	US Bank	21105	RCD	Admin	RCD	9/22/2026	09.26CALCARD	$31,026.67	CalCard Credit Card Sep 2026
101469	Gallagher Benefit Services	52100	RCD	ADMIN	RCD	9/23/2026	INV2543639	$2,445.00	HR Support Services Sept 2026
101469	Gallagher Benefit Services	52100	RCD	ADMIN	RCD	9/30/2026	INV2544013	$2,182.50	HR Support Services Sept 2026
32576	Prunuske Chatham, Inc	52490	RCD2024023	2 Design	Planning	9/25/2026	2026376	$16,136.50	Fish Passage Design Aug 2026
32576	Prunuske Chatham, Inc	52490	RCD2024023	1 ASMNT	Planning	9/25/2026	2026376	$4,448.00	Fish Passage Design Aug 2026
34020	Hanford ARC	52490	RCD2024017	3 SULPHUR	Implement	9/29/2026	4132502.14	$4,427.97	SulphurCrk FishPass Sept '26
102781	Gina Bartlett	52490	RCD2025017	Coordinate	CmtyEngage	8/10/2026	1077	$366.84	Coaching-Watershed Grp Aug'26
100520	Canon Financial Services, Inc.	52600	RCD	ADMIN	RCD	9/30/2026	43979938	$107.66	Color Copier 9/20 - 10/19/26
32576	Prunuske Chatham, Inc	52490	RCD2024017	4 SMALLBAR	Implement	9/25/2026	2026384	$1,095.00	Dry Creek Fish Pass Bio Svcs
17990	Special District Risk Management Auth	52705	RCD	ADMIN	RCD	10/1/2026	81319	$3,069.26	Property/Liability Interim '27
101689	Principal Life Insurance Company	51400	RCD	ADMIN	RCD	10/18/2026	46283	$1,351.04	Principal Dental Prem Nov '26
35310	Theodore L. Edwards, LLC.	52605	RCD	ADMIN	RCD	10/15/2026	Nov 2026 TE	$6,184.00	Office Lease 1303 Jeff Nov 26
29405	Kaiser Permanente	21205	RCD	ADMIN	RCD	10/10/2026	134133656419	$16,418.18	Kaiser Medical Insur Nov 2026
40176	Endsight	52130	RCD	ADMIN	RCD	9/30/2026	10062221	$1,475.00	IT End User Support Sept 2026
22871	Environmental Science Associates	52490	RCD2021036	ADMIN	ProjAdmin	9/30/2026	223461	$14,982.06	RPP Prof Svcs August 2026
22871	Environmental Science Associates	52490	RCD2026033	BFPlatform	Planning	9/30/2026	223461	$4,744.75	RPP Prof Svcs August 2026
22871	Environmental Science Associates	52490	RCD2021036	ADMIN	ProjAdmin	10/15/2026	224073	$11,078.38	RPP Prof Svcs September 2026
22871	Environmental Science Associates	52490	RCD2026033	BFPlatform	Planning	10/15/2026	224073	$19,579.05	RPP Prof Svcs September 2026
4067	US Bank	21105	RCD	Admin	RCD	9/22/2026	10.26CALCARD	$21,020.69	CalCard Credit Card Oct 2026
18262	National Assoc of Conservation Districts	53120	RCD	ADMIN	RCD	10/9/2026	Mem2027	$1,780.00	Annual NACD Membership
102652	Balance Hydrologics	52490	RCD2025010	1PRJMGMT	ProjAdmin	10/5/2026	225143-0926	$297.50	DesignSvc Huichica Rest Sep'26
102652	Balance Hydrologics	52490	RCD2025010	5DRAFTPSE	Planning	10/5/2026	225143-0926	$4,141.25	DesignSvc Huichica Rest Sep'26
102652	Balance Hydrologics	52490	RCD2026002	2OUTREACH	CmtyEngage	10/5/2026	225143-0926	$5,710.00	DesignSvc Huichica Rest Sep'26
102975	Pointe Strategies LLC	52490	RCD2025010	1PRJMGMT	ProjAdmin	10/5/2026	1227	$72.50	Huichica Creek Planning Svc
102975	Pointe Strategies LLC	52490	RCD2025010	4DATACOLL	Planning	10/5/2026	1227	$442.07	Huichica Creek Planning Svc
102975	Pointe Strategies LLC	52490	RCD2026002	2OUTREACH	CmtyEngage	10/5/2026	1227	$6,245.00	Huichica Creek Planning Svc
102975	Pointe Strategies LLC	52490	RCD2025010	2OUTREACH	CmtyEngage	10/5/2026	1231	$1,667.50	Volunteer & Youth Edu Op Plan
101469	Gallagher Benefit Services	52100	RCD	ADMIN	RCD	10/21/2026	INV2545081	$2,583.75	HR Support Services Oct 2026
16639	ESRI Inc	53415	RCD	ADMIN	RCD	10/19/2026	900349487	$440.00	ArcGIS Annual Sub & Add User
16639	ESRI Inc	53415	RCD2021036	ADMIN	ProjAdmin	10/19/2026	900349487	$640.00	ArcGIS Annual Sub & Add User
1492	CPS HR Consulting	52490	RCD	ADMIN	RCD	10/19/2026	0021891	$4,730.00	Staff Training - Conversations
40176	Endsight	52130	RCD	ADMIN	RCD	10/21/2026	10062592	$2,355.97	Network Support - Oct 2026
592	Napa Valley College	52490	RCD2025015	CBO Dev	CmtyEngage	10/1/2026	002261198	$5,000.00	Napa EV/E-bike plan support
32576	Prunuske Chatham, Inc	52490	RCD2024023	2 DESIGN	Planning	10/9/2026	2026424	$7,700.83	Fish Passage Design Sept 2026
32576	Prunuske Chatham, Inc	52490	RCD2024023	1 ASMNT	Planning	10/9/2026	2026424	$116.00	Fish Passage Design Sept 2026
101469	Gallagher Benefit Services	52100	RCD	ADMIN	RCD	10/28/2026	INV2545448	$2,250.00	HR Support Services Oct 2026
6100	NC TTC	54500	RCD	Admin	RCD	9/16/2026	2026-2027	$10.84	2026-2027 Property Tax
100520	Canon Financial Services, Inc.	52600	RCD	ADMIN	RCD	9/30/2026	44154814	$107.66	Color Copier 10/20 - 11/19/26
								$208,429.42	

Summary of Expenditures for October 2026

Regular	$98,363.75
Total Expenditures	**$ 98,363.75**

Bills Report November Meeting/October Bills

Vendor #	Vendor Name	Object	PL Project	Activity	Subcategory	Invoice Date	Invoice	Amount	Line Description
102410	Skyview Tree Experts Inc	52490	RCD2024013	Implement	Implement	10/29/2026	10164	$81,077.50	Tree Pruning Oct 2026
102781	Gina Bartlett	52490	RCD2021036	Admin	ProjAdmin	11/2/2026	1086	$397.50	ICC training develop Oct'26
100973	Silverado Farming Company, Inc	52120	RCD2024031	OAK_MAINT	Implement	10/31/2026	40031	$1,160.00	Oak Trees annual maintenance
101469	Gallagher Benefit Services	52100	RCD	ADMIN	RCD	11/4/2026	INV2545752	$1,230.00	HR Support Services Oct 2026
35310	Theodore L. Edwards, LLC.	52605	RCD	ADMIN	RCD	10/15/2026	Dec 2026 TE	$6,184.00	Office Lease 1303 Jeff Dec 26
40176	Endsight	52130	RCD	ADMIN	RCD	10/31/2026	10063405	$1,230.00	IT End User Support Oct 2026
34020	Hanford ARC	52490	RCD2024017	3 SULPHUR	Implement	11/5/2026	4132502.15	$7,084.75	SulphurCrk FishPass Oct '26
								$98,363.75	

Napa County Resource Conservation District
1303 Jefferson St., Ste. 500B, Napa, California 94559
(707) 690-3110, NapaRCD.org

Subject:	Award of Contract for the Westwood Hills Broom Removal Project to Ecological Solutions CA, LLC
To:	Board of Directors, Napa County Resource Conservation District
From:	Lucas Patzek, Executive Director
Date:	November 16, 2026

Recommendation

Approve a Professional Services Agreement with Ecological Solutions CA, LLC for the Westwood Hills Broom Removal Project in an amount not to exceed $280,000 and authorize the Executive Director to execute the agreement.

Summary

Staff issued a Request for Proposals (RFP) for the Westwood Hills Broom Removal Project at the City of Napa's Westwood Hills Park. The District received three proposals in response to the RFP. Staff determined the proposal from the highest-scoring proposer, Artemis Habitat LLC (Artemis), to be nonresponsive for failing to meet two mandatory RFP requirements. Therefore, staff recommends that the Board approve an agreement with Ecological Solutions, which submitted the second highest scoring proposal.

Background

The project will restore oak woodland and wildlife habitat and reduce wildfire risk by removing invasive French broom (*Genista monspessulana*) and related broom species from approximately 41 acres of City-owned land at Westwood Hills Park. The work will be done in three phases: hand-crew cutting and piling, pile burning, and herbicide treatment of resprouts and seedlings.

The project is funded by two grants. The first is Napa RCD's $250,000 member grant from the Humboldt County Resource Conservation District (HCRCD) under the North Coast Wildfire Resilience Planning and Implementation Grant Program, which HCRCD administers for members of the North Coast RCD Collaborative with funding from the California State Coastal Conservancy (Grant Agreement No. 23-163). The second is Napa RCD's USDA Forest Service Inflation Reduction Act Urban and Community Forestry grant, Our Napa Forests: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration (Award No. 24-DG-11052021-230). That grant supports planting and stewardship work in the City of Napa, including invasive plant removal and site preparation.

Staff initially issued an RFP for the project in November 2025. However, after receiving the proposals, staff determined that further coordination with the City was required, so it rejected the proposals and cancelled the solicitation.

On August 24, 2026, staff issued a revised RFP for the project. (See Attachment 1) The RFP

required, among other things, that the contractor "possess a valid California C-27 Landscape Contractor license, or another CSLB classification legally authorizing Contractor to perform the proposed work"; attend a mandatory site visit; and provide or retain a California Registered Professional Forester (RPF) and a Burn Boss certified under Public Resources Code section 4477.

The District received three proposals, which were scored by an evaluation panel, consisting of Alison Blodorn, Program Director, Napa RCD; Danielle Ashton, Project Manager, Napa RCD; and David Youdell, Parks Supervisor, City of Napa. Based on the evaluation criteria in the RFP, the panel scored the proposers as follows:

Proposer	Average score	Rank by score
Artemis Habitat LLC (with Down to Earth and FRM)	86.7	1
Ecological Solutions CA, LLC	84.0	2
PCI Ecological (with Spye Conservation)	82.3	3

Proposed costs: Artemis $164,050; Ecological Solutions $285,000; PCI Ecological $561,890.

After notifying the proposers of the scoring results, a proposer raised concerns that Artemis's proposal did not meet the minimum RFP requirements. Staff re-reviewed the proposals for compliance with the RFP's mandatory requirements with District legal counsel and determined that Artemis's proposal does not meet the following mandatory requirements of the RFP and must be rejected as nonresponsive regardless of its score:

1. Artemis does not possess a C-27 Landscape Contractor license. Instead, Artemis included a subcontractor in its proposal that possesses a C-27 license. While the RFP permitted a subcontractor to satisfy some of the other licensing requirements, the RFP was clear that the C-27 license had to be held by the Contractor and not a subcontractor. Therefore, Artemis does not satisfy the licensing requirement.
2. Artemis did not attend the mandatory site visit on September 2, 2026, as Section 3 of the RFP requires: "Contractors submitting a proposal must attend the project site visit to qualify for submitting a proposal." Instead, Jacob Harrower attended on Artemis's behalf. Mr. Harrower is the Registered Professional Forester that Artemis's proposal names as a subcontractor. No owner or employee of Artemis attended. The RFP allows the forester role to be filled by a subcontractor, but the site-visit requirement applies to the contractor submitting the proposal.

On October 6, 2026, staff notified the three proposers that it had determined Artemis' proposal was nonresponsive and would recommend the Board award the contract to Ecological Solutions. On October 11, 2026, Artemis emailed staff stating that it was protesting RCD's responsiveness determination. (See Attachment 2)

Because the RFP did not include a bid protest procedure and RCD does not have a protest policy, staff informed Artemis of the specific grounds for the responsiveness determination and invited Artemis to attend this meeting and address the Board with its concerns during public comment. (See Attachment 2)

Because Artemis's proposal does not meet the RFP's mandatory requirements, staff recommends that the Board award the contract to Ecological Solutions, the second-highest-ranked proposer. Staff has confirmed that Ecological Solutions' proposal meets all mandatory requirements of the

RFP, including the CSLB license, attendance at the site visit, DIR registration and proof of insurance. Staff also negotiated Ecological Solutions' price for the full project down from $285,000 to $280,000.

Fiscal Impact

The proposed contract would be for $280,000. The amount is funded by two grants:

- the District's North Coast Wildfire Resilience Planning and Implementation Grant Program member grant from HCRCD (California State Coastal Conservancy Grant Agreement No. 23-163): **$170,000**
- the District's USDA Forest Service Inflation Reduction Act Urban and Community Forestry grant (Award No. 24-DG-11052021-230): **$110,000**
- RCD staff time will be covered by the District's North Coast Wildfire Resilience Planning and Implementation grant from HCRCD. Additional staff time, if needed, will be covered by the District's USDA Forest Service Inflation Reduction Act Urban and Community Forestry grant.

Attachments:

1. RFP
2. Email from Artemis and email from Staff

Attachment 1

Subject: Award of Contract for the Westwood Hills Broom Removal Project to Ecological Solutions CA, LLC

Release Date: Monday, August 24, 2026

REQUEST FOR PROPOSALS

Construction Services for Westwood Hills Broom Removal Project for Napa County Resource Conservation District

Deadline for Submission

Friday, September 18, 2026, at 5:00 p.m. PST

I. BACKGROUND INFORMATION:

Napa County Resource Conservation District ("Napa RCD") is working on the implementation phase for a broom removal project at Westwood Hills Park (**Project**) with funding provided by the North Coast Wildfire Resilience Planning and Implementation Grant Program. The Napa RCD is a division of state government responsible for the conservation of soil, water, and related natural resources within Napa County.

The **Project** consists of oak woodland and wildlife habitat restoration, as well as wildfire mitigation, within Westwood Hills Park, which is owned by the City of Napa. The project includes hand crews removing French broom and ladder fuels by cutting, piling, burning, and applying herbicide on new growth/seedlings.

Napa RCD is issuing a Request for Proposals (**RFP**) to select a qualified Contractor to implement the Project. For a more detailed description of the Project, see the draft Scope of Work in Exhibit A. Work may begin as early as fall 2026.

Napa RCD has prepared a draft Scope of Work in Exhibit A attached hereto and incorporated herein by reference ("Draft Scope of Work"). The final scope of work to be included in the Contract with the successful Respondent will be based on the Draft Scope of Work as well as the Proposed Scope of Work, provided by the successful Respondent in the Proposal Submittal section and may

be the subject of negotiations between Napa RCD and the successful Respondent.

2. CONSTRUCTION CONTRACT REQUIREMENTS:

All Attachments referenced in this RFP can be found on Napa RCD's website (https://naparcd.org/get-involved/rfps-and-rfqs/).

A copy of the sample Professional Services Agreement ("Contract") typically used by Napa RCD is attached as Exhibit C. Respondents are strongly encouraged to have the Contract reviewed by their legal counsel and insurance company. Any objections and/or proposed changes to the Contract must be included in the Respondent's Proposal and are subject to Napa RCD approval.

In accordance with California Labor Code Section 1771, all workers engaged in performance of the specified contract work shall be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the project is to be performed, including for holiday and overtime work as determined by the Director of Industrial Relations. See the Contract for more detail on prevailing wage requirements.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). **No contractor or subcontractor shall be qualified to bid or enter into any contract for public work, unless registered and qualified to perform public work pursuant to Labor Code section 1725.5.** Contractor shall provide proof of registration, including each subcontractor's DIR registration number, to Napa RCD with their bid package and upon execution of the Contract. See Exhibit D of the example Contract for example DIR requirements.

3. PROPOSAL SCHEDULE:

The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:. Napa RCD reserves the right to modify the dates below by addenda to this RFP.

1. RFP released: Monday, August 24, 2026.
2. A **mandatory project site visit** will be held on Wednesday, September 2nd, 2026, at 9:00 a.m. PST. Contractors submitting a proposal must attend the project site visit to qualify for submitting a proposal. The site is located at https://maps.app.goo.gl/yQhxWX2gdUMzawRX9. The physical address is 3107 Browns Valley Rd, Napa, CA.
3. Deadline for submission of interpretation and/or questions: Thursday, September 8th, 2026, by 5:00 pm. PST. All questions should be submitted via email to: Danielle@NapaRCD.org
4. Answers to questions will be released no later than: Friday, September 11, 2026, at 5:00 p.m. PST. Answers to questions and Addenda will be answered by email to all bidders and posted on

Napa RCD's website at https://naparcd.org/get-involved/rfps-and-rfqs/

5. Proposals are due on or before Friday, September 18, 2026, at 5:00 p.m. PST. Proposals shall be submitted by email to Danielle@NapaRCD.org, containing all information required by this RFP. Hard copy responses will not be accepted. No changes or corrections to proposals will be accepted after the due date.
6. Interviews conducted: TBD, only if necessary.
7. Successful respondent notified no later than: Friday, September 25, 2026, at 5:00 p.m. PST.
8. Contracts executed: expected week of October12, 2026.

4. PROPOSAL SUBMISSION REQUIREMENTS:

Pursuant to California Business and Professions Code section 7059, the Contractor, at the time of proposal submittal, must be registered with the Department of Industrial Relations.

Licensing Requirements: Contractor shall possess all licenses and certifications required to perform the proposed work. For vegetation cutting, removal, and related landscape management activities, Contractor shall possess a valid California C-27 Landscape Contractor license, or another CSLB classification legally authorizing Contractor to perform the proposed work. Contractor performing herbicide application shall possess all applicable California Department of Pesticide Regulation licenses and certifications required for commercial pest control, including an appropriate Pest Control Business License and qualified applicator, and shall be registered with the Napa County Agricultural Commissioner as required.

Registered Professional Forester (RPF): The Contractor shall provide or retain a California Registered Professional Forester (RPF) in good standing to provide professional forestry oversight of the Work. The RPF may be an employee of the Contractor or a qualified subcontractor or consultant retained by the Contractor. The selected Contractor shall provide the RCD with the name and California RPF license number of the RPF prior to commencement of field work. The RPF shall provide the level of supervision, field review, and professional oversight required by applicable California law and regulations.

Burn Boss and Pile Burning Requirements: The Contractor shall be responsible for employing or retaining a Burn Boss certified under California Public Resources Code section 4477 to review and approve a written burn prescription for the pile burning activities. The written prescription shall include adequate risk mitigation measures, and all pile burning shall be conducted in compliance with the approved written prescription.

The Contractor shall be responsible for ensuring that pile burning is authorized pursuant to Chapter 6 (commencing with Section 4411) or Chapter 7 (commencing with Section 4461) of Part 2 of Division 4 of the California Public Resources Code and is conducted in compliance with any applicable air quality permit required pursuant to Article 3 (commencing with Section 41850) of Chapter 3 of Part 4 of Division 26 of the California Health and Safety Code.

The Contractor shall obtain and comply with all other permits, approvals, notifications, and requirements applicable to the pile burning activities and shall coordinate burn timing with the RCD.

Proposals shall be submitted by email to Danielle Ashton, Danielle@NapaRCD.org. Hard copy responses will not be accepted.

Proposals are due no later than September 18, 2026, at 5:00 p.m. PST. No late responses will be accepted. No changes or corrections to responses will be accepted after the due date.

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. Clarity and brevity are preferable to volume. Do not attach brochures or promotional materials to the Proposal.

A. Cover Letter: The cover letter should convey a clear understanding of the requirements and objectives. Additionally, the cover letter must contain the following information and be signed by an authorized officer of the Contractor:

a. Company name (i.e., name of firm, entity or organization);
b. License Number, Class, and expiration date;
c. Department of Industrial Relations registration number;
d. Name and title of Contractor's contact person;
e. Contact information (i.e., address, phone, email);
f. Identify other consultants / firms that make up a team; and
g. Contractor's authorized signature and date.

B. Proposed Scope of Work. Based upon the Draft Scope of Work, provide a complete description of the scope of work ("Proposed Scope of Work") the Respondent proposes to perform to complete the Project and achieve Napa RCD's objectives identified in the Draft Scope of Work. The Proposed Scope of Work may identify work which differs from the work in the Draft Scope of Work if the Respondent believes the changes will assist Napa RCD in more efficiently and effectively completing the Project and achieving Napa RCD's objectives. Briefly describe Respondent's proposed approach to performing the work and how that approach will offer value to Napa RCD. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the work. Provide a work plan and proposed schedule for the tasks described in the Draft Scope of Work.

C. Staffing. Identify by name and title Respondent's key personnel that will be assigned to perform the Work and for each, include a resume with his or her education, training, and experience. Describe each person's proposed role and responsibilities on the Project, including the estimated level of involvement or time commitment, if applicable. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved in performing the Work, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Work.

D. Cost Proposal:

1. Provide a total "not-to-exceed" cost for performance of all Work included in the Proposed Scope of Work, including all labor, materials, equipment, supplies, the bonds and insurance required under the terms of the Contract, and all reimbursable charges.

2. Identify whether compensation for performance of the Work will be based on hourly billing rates or a lump sum.

3. If compensation is based on hourly billing rates, attach a copy of hourly billing rates.

4. If compensation is on a lump sum basis rather than hourly, provide a breakdown of the proposed lump sum based on each task to be performed.

5. Identify any reimbursable expenses (e.g., travel, supplies) and the proposed rate of reimbursement for each category of expense.

E. Experience and References: Please briefly describe experience with similar projects (fuel load reduction, invasive weed removal, working on public lands) and provide the information requested in Exhibit B attached hereto and incorporated herein by reference.

F. Debarment or other Disqualification: Respondent must disclose any debarment or other disqualification as a supplier or vendor for any federal, state, or local entities. Respondent must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

By submitting its proposal, Contractor certifies, in accordance with California Public Contract Code section 6109, that neither the Contractor nor any subcontractor included on the list of proposed subcontractors submitted with the proposal is ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7. In accordance with California Public Contract Code section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7 may neither bid on, be awarded, or perform as a subcontractor on public works projects.

G. Exceptions to Contract. Identify any objections to and/or requested changes to the Contract.

5. EVALUATION PROCESS AND CRITERIA:

Napa RCD will review and evaluate the Proposals to ensure that each Proposal meets all the

requirements identified in this RFP and **will award the contract to the Respondent who is deemed to provide the greatest advantage to the Napa RCD.** Napa RCD will score the Proposals in accordance with the criteria and methodology described in this RFP. The Respondent that receives the highest score in the selection process will be selected to negotiate an Agreement with Napa RCD.

The following criteria will be used by Napa RCD in evaluating submissions:

Requirement	Pass / Fail
Valid Contractor License (if applicable)	☐ Pass ☐ Fail
Registered with California Department of Industrial Relations (DIR)	☐ Pass ☐ Fail
Proof of Insurance Provided	☐ Pass ☐ Fail

Criterion	Description	Points
Relevant Broom / Invasive Plant Management Experience	Demonstrated success controlling Scotch broom, French broom, or similar woody invasive shrubs; experience with cutting, herbicide treatment, cut-stump treatment, piling, and follow-up control.	**20**
Public Lands / Natural Resource Project Experience	Experience working in parks, open space, preserves, wildlands, or other publicly managed natural areas where protection of resources and public access are considerations.	**10**
Herbicide Application Experience	Experience safely and effectively applying herbicides for invasive plant control, including appropriate application methods, minimizing non-target impacts, recordkeeping, and regulatory compliance.	**15**
Project Approach & Understanding	Quality of proposed approach to broom removal, including sequencing of cutting and herbicide treatment, pile construction, minimizing soil disturbance, avoiding spread of broom seed, and addressing resprouting/recruitment.	**15**
Crew, Equipment & Capacity	Appropriate staffing, supervision, equipment, and ability to complete approximately 41 acres within the required timeframe.	**10**
Wildland / Fuel Reduction Experience	Experience conducting vegetation management or fuel-reduction work in wildland or wildland-urban interface settings, including working around existing native vegetation and variable terrain.	**10**
Safety & Environmental Compliance	Demonstrated safety program and experience complying with pesticide requirements, fire prevention measures, worker safety requirements, environmental protection measures, and applicable regulations.	**5**

Criterion	Description	Points
Relevant Experience & Past Performance	Quality and relevance of comparable completed projects; demonstrated experience successfully completing vegetation management projects of similar size and complexity, including cutting, pile burning, herbicide application, and ability to complete work on schedule. References may be considered by the RCD as needed to verify past performance.	**10**
Cost Reasonableness	Overall price competitiveness and whether proposed costs are reasonable and appropriate for the proposed approach.	**5**
TOTAL		**100**

Napa RCD reserves the right to award a contract based on written responses only, however oral presentations and written questions for further clarifications may be required of some or all of the respondents.

6. ADDENDA:

Napa RCD reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the Napa RCD website. Each Respondent is solely responsible for checking the website for addenda, and for reviewing any and all addenda before submitting its Proposal.

7. MISCELLANEOUS:

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of Napa RCD and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The Napa RCD reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Work at any time, or to decline to award the Contract to any of the Respondents. The Napa RCD reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The Napa RCD reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the Napa RCD any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Work to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. Napa RCD employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by Napa RCD and shall not be subject to disclosure under the California Public Records Act (Government Code section 6250 et seq.) until after either Napa RCD and the successful proposer have completed negotiations and

entered into an agreement or Napa RCD has rejected all proposals. All correspondence with the Napa RCD including responses to this RFP will become the exclusive property of the Napa RCD and will become public records under the California Public Records Act. Furthermore, the Napa RCD will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Napa RCD may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the Napa RCD will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

EXHIBIT A
DRAFT SCOPE OF WORK
Westwood Hills Park Broom Removal Project

Project Overview
The purpose of this project is to reduce hazardous fuels, restore native vegetation, and improve ecological resilience through the removal and control of invasive French broom (Genista monspessulana) and related broom species on approximately 41 acres of land owned by the City of Napa at Westwood Hills Park. Contractor access to the site will be pursuant to a Right of Entry Agreement between RCD and the City of Napa. Contractor will be required to comply with all terms of the Right of Entry Agreement.

Mobilization
The Contractor shall furnish all labor, supervision, required professional and technical oversight, equipment, materials, transportation, and incidentals necessary to complete the Project, including provision or retention of a California Registered Professional Forester (RPF) and a Burn Boss certified under Public Resources Code section 4477, as required by this Scope of Work. The Contractor shall be responsible for ensuring preparation of the required written burn prescription and review and approval of the prescription by the certified Burn Boss, as well as obtaining all required burn-related permits and authorizations. The Contractor shall notify Napa RCD no later than one week prior to mobilization.

The work will be completed in three phases:

Phase 1: Hand Crew Cutting and Piling (Approximate: October-December)
Phase 2: Pile Burning (Approximate: January-March)
Phase 3: Applying Herbicide (Approximate: April-May)

All work will be performed under the direction of the Napa County Resource Conservation District (Napa RCD) Project Manager, in coordination with the landowner and any designated agency partners.

Anticipated Project Schedule: The RCD anticipates that initial broom cutting and piling will occur between October and December 2026, followed by pile burning between January and March 2027, and herbicide treatment of broom resprouts between April and May 2027. These timeframes are approximate and may be adjusted based on weather, site conditions, burn restrictions and permitting requirements, broom resprout development, and other factors affecting successful treatment. Contractors may propose an alternative schedule or treatment timing based on their experience, provided the proposed schedule meets the project objectives and is approved by the RCD.

Phase 1: Cutting and Piling

RPF Oversight: Phase 1 work shall be conducted under the oversight of a California Registered Professional Forester (RPF) provided or retained by the Contractor. Prior to commencement of cutting and piling, the RPF shall review the treatment area, proposed treatment methods, and applicable resource protection requirements. The RPF shall provide appropriate supervision and periodic field review during implementation and shall provide direction or recommend corrective actions as necessary to ensure the Work is completed in accordance with the Project requirements and applicable forestry standards.

Task 1.1. Broom Cutting
Contractor shall cut and remove all mature broom within the designated 41-acre treatment area, as flagged or mapped by Napa RCD prior to mobilization.

All broom stems ≥½ inch diameter shall be cut at or below ground level using hand tools or mechanical brush cutters. Anything smaller may be pulled if easier.

Cutting shall occur during dry site conditions to minimize soil disturbance.

All live material shall be cut prior to seed set whenever feasible.

Task 1.2. Pile Construction
All cut broom material shall be consolidated into burn piles approximately 4–5 feet in diameter and 2–3 feet high, placed in locations approved by Napa RCD and the landowner, and reviewed by the Contractor's RPF for consistency with Project requirements.

Piles shall be spaced to minimize heat damage to surrounding vegetation and soil (minimum 20 feet from trees or structures, 50 feet from waterways unless otherwise approved).

No piles shall be placed on unstable slopes, near sensitive habitat, or over root systems of desirable trees, or directly under low hanging trees.
Pile construction and burning guidelines outlined in the 2024-2025 Burn Pile Guide is mandatory.
https://www.allhandsecology.org/wp-content/uploads/2024/12/Burn-Pile-Guide-241105.pdf

Phase 2: Pile Burning

Burning shall occur only under and in accordance with approved burn permits and authorizations issued by CAL FIRE, the Bay Area Air Quality Management District (BAAQMD), and any other applicable regulatory agencies. The Contractor shall be responsible for obtaining all permits, approvals, and authorizations necessary to conduct pile burning.

The Contractor shall provide or retain a Burn Boss certified pursuant to California Public Resources Code section 4477. Prior to burning, the certified Burn Boss shall review and approve a written burn prescription for the pile burning activities, including appropriate risk mitigation measures. All burning shall be conducted in accordance with the approved burn prescription, applicable permits, and regulatory requirements.

The Contractor shall notify the Project Manager in writing at least 48 hours prior to burning.

The Contractor shall ensure that appropriate safety measures are in place, including fire control tools, adequate water supply, and sufficient trained personnel. Piles shall be ignited and monitored in accordance with the approved burn prescription, permit conditions, weather restrictions, and direction of the certified Burn Boss.

The Contractor shall conduct sufficient mop-up and monitoring to ensure piles are fully extinguished and the site is left in a safe condition prior to demobilization.

Phase 3: Herbicide Treatment of Regrowth

Task 3. Timing and Materials

Following initial cutting and burning, the Contractor shall return to the site to treat broom resprouts and seedlings within the previously cleared treatment areas. Herbicide treatment is anticipated to occur in April–May 2027; however, actual treatment timing shall be based on the presence and condition of broom regrowth and suitable conditions for effective herbicide application.

The Contractor shall monitor or assess site conditions and recommend the appropriate treatment timing to Napa RCD. Herbicide application shall not proceed without prior approval from Napa RCD. Napa RCD may adjust the treatment window in consultation with the Contractor based on site conditions, broom growth stage, weather, and other factors affecting treatment effectiveness.

All herbicide applications shall be performed by appropriately licensed or certified personnel and under a California Department of Pesticide Regulation-licensed Pest Control Business, as applicable, in accordance with the licensing and certification requirements specified in this solicitation and all applicable laws and regulations.
Herbicide shall be applied in accordance with label requirements, Napa RCD-approved Integrated Pest Management (IPM) guidelines, and all applicable local, state, and federal laws.

Task 3.1. Application Method
Contractor shall use targeted foliar, cut-stump, basal bark, or other approved application methods appropriate to the size and growth stage of the broom being treated. Application methods shall minimize herbicide use and avoid or minimize impacts to non-target vegetation.

Contractor shall obtain Napa RCD's and landowner's written approval of herbicide selection (e.g., triclopyr-based or equivalent) prior to use on the site. A Triclopyr + Aminopyralid + a surfactant (Garlon 4 Ultra + Milestone + Hasten-EA) mixture is preferred.

Contractor shall use dye indicators to ensure accurate application and avoid re-treatment overlap.

Task 3.2. Reporting
Contractor shall provide a written record of all herbicide use including date, time, location, product, concentration, method, and total quantity applied.

Records shall be submitted to Napa RCD within 10 business days following treatment completion.

General Requirements
Contractor shall provide all labor, equipment, tools, fuel, and supplies required to complete the work. Contractor shall comply with all applicable safety, environmental, and labor requirements.

Contractor shall attend a pre-construction meeting with Napa RCD prior to mobilization and a final inspection at completion of each phase.

Upon completion of each phase of Work, the Contractor shall remove all equipment, supplies, trash, and other materials associated with the Work from the Project site. All cut broom material shall be piled and burned in accordance with the requirements of this Scope of Work and applicable permits and regulations. Burn piles shall be fully extinguished and the work area left in a safe, clean, and orderly condition. Following initial broom removal, the Contractor shall complete the required herbicide treatment of broom resprouts and minimize unnecessary disturbance to surrounding vegetation and soils.

Deliverables
- Completion of cutting and piling across the designated 41-acre treatment area.
- Documentation and verification of successful pile burning in compliance with permits.
- Submission of daily logs and final summary report detailing acreage treated, materials used, and any issues encountered.
- Completion of herbicide treatment of broom resprouts and seedlings within the treatment area, including submission of required herbicide application records.

EXHIBIT B
Experience and Qualifications

Describe your firm's experience performing the types of work described below. Provide examples from comparable projects completed within the past five (5) years when possible. You may attach additional project sheets or other supporting documentation.

TASK 1. Broom and Invasive Plant Management Experience
Briefly describe your firm's experience controlling French broom, Scotch broom, or similar woody invasive vegetation.

For up to three (3) projects, provide:

- Project name, location, and completion date.
- Approximate acreage treated.
- Target invasive species.
- Treatment methods used, including cutting, hand removal, mechanical treatment, cut-stump herbicide treatment, foliar herbicide treatment, piling, or other methods.
- Description of follow-up treatment or monitoring, if applicable.
- Results of the treatment, if known.
- Reference (name, organization, phone number, and email).

TASK 2. Herbicide Application Experience
Describe your firm's experience using herbicides to control invasive vegetation in parks, open space, wildlands, or other natural areas.

For up to three (3) projects, provide:

- Project name, location, and completion date.
- Approximate acreage treated.
- Target species and herbicide application method(s) used.
- Measures used to prevent overspray, drift, spills, and impacts to non-target vegetation.
- Procedures used for herbicide mixing, transport, application, recordkeeping, and regulatory compliance.
- Reference (name, organization, phone number, and email).

- Identify the California Department of Pesticide Regulation licenses and certifications held by the firm and the individual(s) who would supervise or perform herbicide application for this project.

TASK 3. Public Lands and Natural Resource Management Experience
Describe your firm's experience performing vegetation management, invasive species control, or fuel reduction on public lands or other environmentally sensitive natural areas.

For up to two (2) projects, provide:

- Project name, location, landowner or managing agency, and completion date.
- Approximate acreage treated.
- Description of work performed.
- Description of measures used to protect native vegetation, wildlife, soils, trails, park infrastructure, or other sensitive resources.
- Description of any coordination required with agency staff, environmental monitors, biologists, or the public.
- Reference (name, organization, phone number, and email).

TASK 4. Fuel Reduction and Wildland Vegetation Management Experience
Describe your firm's experience performing vegetation management or fuel reduction in wildland or wildland-urban interface settings.

For up to three (3) projects, provide:

- Project name, location, and completion date.
- Approximate acreage treated.
- Vegetation type and treatment performed.
- Equipment and methods used.
- Experience cutting, handling, and piling woody vegetation for disposal or burning.
- Measures used to minimize soil disturbance, damage to retained vegetation, and fire hazards during operations.
- Reference (name, organization, phone number, and email).

TASK 5. Proposed Project Approach, Staffing, and Equipment
Describe your proposed approach for completing the Westwood Hills broom removal project.

At a minimum, address:

- Proposed sequence and timing of broom cutting and herbicide treatment.
- Proposed cutting and herbicide application methods.
- Methods for treating cut stems and minimizing broom resprouting.
- Measures to minimize the spread of broom seed during operations.
- Methods for protecting native vegetation and other non-target species.
- Proposed methods for collecting and constructing burn piles or otherwise managing cut material.
- Equipment proposed for the work.
- Anticipated crew size and supervisory structure.
- Estimated production rate or acreage that can be treated per day or week.
- Proposed schedule and ability to complete the work within the anticipated project period, including any recommended modifications to the treatment schedule based on the Contractor's experience and proposed approach.
- Identify the individual who would serve as the project manager/crew supervisor and the individual responsible for supervising herbicide application, and briefly describe their relevant experience.
- Describe how the Contractor intends to meet the Project's RPF oversight requirement, including whether the RPF will be provided by Contractor staff or through a subcontractor/consultant.
- Describe how the Contractor intends to meet the certified Burn Boss and written burn prescription requirements, including whether these services will be provided by Contractor staff or through a subcontractor/consultant.

TASK 6. Safety, Regulatory Compliance, and Past Performance
Describe your firm's approach to worker safety and environmental compliance during vegetation management and herbicide application projects.
Include:

- Relevant safety procedures and training provided to field crews.
- Procedures for herbicide handling, storage, spill prevention, and emergency response.

- Procedures for working during elevated fire danger or other hazardous field conditions.
- Experience complying with prevailing wage, DIR, pesticide use reporting, and other requirements applicable to public projects.
- During the past five (5) years, has your firm received any notices of violation, stop-work orders, pesticide-related violations, environmental compliance violations, or serious safety citations related to similar work?
- If yes, identify the project, describe the issue, and explain how it was resolved.

Provide three (3) references for recently completed projects most comparable to the Westwood Hills project. References should include name, organization, phone number, and email.

EXHIBIT C
Sample Contract
NAPA COUNTY RESOURCE CONSERVATION DISTRICT
AGREEMENT NO. [FILL OUT]

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 SWIFT BIOLOGICAL CONSULTING, LLC [NAME FILL OUT] (DBA [DBA NAME FILL OUT]) located in Sebastopol, CA ("**CONTRACTOR**"). The "**Effective Date**" of this Agreement is April 15, 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;

WHEREAS, NCRCD now desires to retain CONTRATOR to provide services for 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 April 20th 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the Term, and the obligations of CONTRACTOR to NCRCD prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access

to Records/Retention) shall also survive the Term of this Agreement.

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

3. **Compensation.**

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

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

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

4. **Method of Payment.**

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

(b) Legal status. So that NCRCD may properly comply with its reporting obligations under Federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the NCRCD District Administrator upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or the State of California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents, and employees of CONTRACTOR are not, and shall not be deemed, NCRCD employees for any purpose, including workers' compensation and

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

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

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

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

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

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

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

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

($1,000,000) combined single limit per occurrence.

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

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

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

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

8. **Hold Harmless/Defense/Indemnification.**

(a) Indemnity for Design Professional Liability. With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless NCRCD, its officers, officials, agents, employees, and volunteers (collectively and/or individually "NCRCD") from and against any and all liabilities, claims, damages, losses, costs, or expenses (including, without limitation, costs, attorneys' fees, and expert fees of litigation and alternative dispute resolution) of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually "CONTRACTOR "), in the performance of this Agreement or failure to comply with any obligations of the Agreement. If it is finally determined (through a non-appealable judgment or an agreement between NCRCD and CONTRACTOR) that liability is caused by the comparative negligence or willful misconduct of NCRCD, then CONTRACTOR's indemnification and hold harmless obligation shall not exceed CONTRACTOR's finally determined percentage of liability based upon the comparative fault of CONTRACTOR.

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

(b) Indemnity for Other Than Design Professional Liability: Except as provided in subsection 8(a), to the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend (with counsel agreed to by NCRCD), and indemnify NCRCD and its officers, officials, agents, employees, and volunteers (collectively and/or individually "NCRCD") from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys' fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by CONTRACTOR or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or sole willful misconduct of NCRCD.

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

(c) No Limitations. Acceptance by NCRCD of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. The obligations of CONTRACTOR under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR

expressly waives its statutory immunity under such statutes or laws as to NCRCD, its officers, officials, agents, employees, and volunteers. For purposes of Section 2782 of the California Civil Code, the parties hereto recognize and expressly agree that either (1) this Agreement is not a construction contract; (2) this Agreement is a construction contract and it conforms to Section 2782; or (3) they have negotiated and expressly agreed to the allocation of liability between them.

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

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

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

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

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

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

the copyright or patent thereof.

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

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

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

NCRCD	CONTRACTOR
Lucas Patzek, Executive Director	[FILL OUT]
1303 Jefferson St., Ste. 500B	
Napa, CA 94559	
lucas@naparcd.org	
707-690-3119	

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

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

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

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

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

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

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

16. **No Assignments or Subcontracts.**

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

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

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. In particular, only NCRCD, through its Board of Supervisors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A."

Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

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

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

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

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

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

CONTRACTOR shall make the required documentation available upon request to NCRCD for inspection.

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

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

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

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

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

23. **Conflict of Interest.**

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

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that

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

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

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

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

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

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

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

[Signatures on following page]

"CONTRACTOR" [FILL OUT]

By: _____ Date: _____
[FILL OUT]

"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 [FILL OUT]

EXHIBIT "B"

BUDGET & COMPENSATION

I. BUDGET

The total payment for services and expenses under this Agreement shall not exceed [FILL OUT].

II. COMPENSATION

[FILL OUT]

EXHIBIT "C"
GRANT AWARD

EXHIBIT "D"

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

The Napa County Resource Conservation District ("Napa RCD") has the obligation to report this contract to the Department of Industrial Relations ("DIR") and provide various information including that specified below. For the purposes of this document, you are referred to as "Contractor." In addition to filling out this form for Napa RCD, you have the obligation to submit certified payroll records directly to DIR.

Project: **Westwood Hills Broom Removal Project**

Contractor Name:			
Contractor Mailing Address:			
Contractor E-mail Address:			
Contractor Telephone:			
Contractor License Number:			
DIR Registration Number:			
Classification(s) or type(s) of workers that will be employed by the contractor for this project:			
Subcontractors:	License	DIR Number:	Worker Classifications:

I certify that the information set forth above is correct and that I am authorized to provide this information on behalf of the contractor named in the first line above.

_____ _____

(Signature) Date

_____

(Printed Name)

EXHIBIT "E"

PREVAILING WAGE

1.7 **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.

2.7 **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.

3.7 **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.

4.7 **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.

5.7 **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.

6.7 **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.

7.7 **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

EXHIBIT "F"
RIGHT OF ENTRY AGREEMENT

AGREEMENT FOR RIGHT OF ENTRY

AND

TEMPORARY CONSTRUCTION EASEMENT

City Agreement No. _____

City Budget Code: _____

This Agreement for Right of Entry and Temporary Construction Easement (this "Agreement") is made by and between the **CITY OF NAPA**, a California charter city ("City") and the Napa County Resource Conservation District, a California special district ("RCD") and effective as of the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. City is the owner of that certain real property located at 3107 Browns Valley Rd., in Napa, California, commonly known as Napa County Assessor's Parcel Number 050-270-012 (the "Property").

B. The RCD has requested a right of entry upon and access to a portion of the Property for the purpose of 41 acres of French broom removal ("Project").

C. This Agreement sets forth the terms and conditions upon which RCD may access the Property for the Project.

NOW, THEREFORE, the City and RCD, for the mutual consideration described herein, agree as follows:

1. **Grant of Entry and Easement**. City hereby grants to RCD, its agents, employees, contractors, subcontractors, representatives, or designees a right of entry and temporary construction easement (collectively, "ROW and TCE") in, on, over, across, under, and through a portion of the Property described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("Premises") for purposes of carrying out any activities required for construction of the Project, including surveying, grading, and restoration of any improvements on the Premises that may be damaged by RCD during construction of the Project. RCD shall notify City forty-eight (48) hours in advance of the date of commencement of construction of the Project.

3. **Compensation**. In return for the RCD's right to use the Premises, the RCD shall comply with all requirements of this Agreement (including the RCD's obligations under Section 5 "Improvements"

and Section 6 “Indemnification”); however, unless specifically required by this Agreement, the RCD is not required to provide any monetary compensation to the City.

4. **Term**. The term of this Agreement shall commence on the Effective Date and terminate 60 days following the RCD’s written acceptance of the Project improvements (“Term”). City agrees to not unreasonably withhold consent for an extension of the Term if needed to complete the Project.

5. **Improvements**. To the extent that is practical, RCD shall, at RCD’s sole cost and expense, install, replace, or repair, any improvements on the Premises which may have been damaged or removed by the City or its contractors during the construction of the Project, including landscaping, fencing, and concrete work.

6. **Indemnification**. RCD shall indemnify, defend, and hold City harmless from and against all claims, demands, and liability for damages arising from death or bodily injury to persons and from damage to property arising out of or connected with RCD's use of the Premises under the terms of this Agreement.

7. **Notices**. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party’s Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party’s Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party’s contact information, below, may be changed by providing written notice of any change to the other party.

City: City of Napa, Parks and Recreation Services
Attn: Jeffrey Gittings, Parks and Urban Forest Manager
1500 Jefferson St.
Napa, CA 94559
jgittings@cityofnapa.org

RCD: Napa Resource Conservation District
Aaron Fairbrook, Program Manager
1303 Jefferson Street, Suite 500B
Napa, CA 94550
aaron@naparcd.org

8. **Authorized Representatives**. City hereby assigns Jeffrey Gittings to serve as the City’s authorized representative (“Citys Authorized Representative”), to serve as the primary point of contact for all matters pertaining to this Agreement.

RCD hereby assigns Aaron Fairbrook to serve as the RCD’s authorized representative (“RCD’s Authorized Representative”), to serve as the primary point of contact for all matters pertaining to this Agreement.

9. **Obligations**. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, representatives, and assigns for the Term of this Agreement. In the event that Cityintends to sell the Property during the Term of this Agreement, City shall notify the RCD in writing

and disclose the terms of this Agreement to the Property's purchaser prior to the close of escrow.

10. **Headings.** The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

11. **Severability.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

12. **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

13. **Attorney's Fees**. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14. **Modifications**. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

15. **Waivers**. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

16. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

17. **Interpretation**. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

19. **Signatures; Electronic Signatures**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City and the RCD. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the

same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Elect Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

CITY:
CITY OF NAPA, a California charter city

By: _____

Date: _____
("**Effective Date**")

RCD:
Napa Resource Conservation District

By: _____
Lucas Patzek, Executive Director

By: _____

APPROVED AS TO FORM:

_____
Attorney

EXHIBIT “A”
Premises

The purpose of this project is to reduce hazardous fuels, restore native vegetation, and improve ecological resilience through the removal and control of invasive French broom (Genista monspessulana) and related broom species.



Attachment 2

Subject: Award of Contract for the Westwood Hills Broom Removal Project to Ecological Solutions CA, LLC

Concerning Napa RCD's RFP for Westwood Hills Broom Removal Project

From Lucas Patzek <lucas@naparcd.org>
Date Wed 10/14/2026 11:02 AM
To Hendrik Smeding <hendrik@artemishabitat.com>
Cc Aaron Fairbrook <aaron@naparcd.org>; Danielle Ashton <Danielle@naparcd.org>; Alison Blodorn <Alison@naparcd.org>
Bcc Wolfson, Sabrina <sabrina.wolfson@countyofnapa.org>

Hello Hendrik,

Thank you for your email. Napa RCD has reviewed the concerns you raised concerning the Request for Proposals (RFP) for Construction Services for the Westwood Hills Broom Removal Project.

Although Artemis's proposal received the highest evaluation score, a proposal that does not meet the RFP's mandatory requirements is nonresponsive regardless of its score. In this case, the nonresponsiveness determination was made after scoring.

The RFP states that the "Contractor shall possess a valid California C-27 Landscape Contractor license." Where the RFP permitted a qualification to be met through others, it said so expressly. For example, the Contractor "shall provide or retain" a Registered Professional Forester and shall be responsible for "employing or retaining" a certified Burn Boss. No such allowance was made for the C-27 license, which Artemis's proposal relied on a subcontractor to hold. The RFP also required that "Contractors submitting a proposal must attend the project site visit," and the site visit was not attended by the proposing Contractor.

The evaluation criteria were published in the RFP, which stated that the contract would be awarded to the proposal providing the greatest advantage to the District. No state law requiring three qualified bids applies to this procurement.

Accordingly, the District's determination that Artemis's proposal is nonresponsive remains unchanged.

The proposed contract with Ecological Solutions CA, LLC will be presented to the Napa RCD Board of Directors at its special meeting on Monday, November 16th at 8:00am at the JoAnn Busenbark Board Room (Napa Valley Transit Authority, 625 Burnell St, Napa, CA). You are welcome to attend and address the Board during public comment on the item. The Board will make the final decision on the award, and we post the agenda and participation information at least 72 hours ahead of the meeting date on our website www.NapaRCD.org.

Thank you,
Lucas

Lucas Patzek, Ph.D.
Executive Director

Napa County Resource Conservation District
707-690-3119
lucas@naparcd.org

From: Hendrik Smeding <hendrik@artemishabitat.com>
Sent: Sunday, October 11, 2026 12:46 PM
To: Danielle Ashton <Danielle@naparcd.org>
Cc: Will Johnson <will@pciecological.com>; Jason Mills <ecologicalsol@gmail.com>; Aaron Fairbrook <aaron@naparcd.org>; Alison Blodorn <Alison@naparcd.org>
Subject: Re: Update - Westwood Hill broom project

Good afternoon,
We wish to protest the change of award. Grounds for protest are as follows:

1. Artemis was the highest scoring contractor on scoring rubric.

2. Artemis maintains all required licenses for scope of work (no CSLB license is required for project per CSLB, however RCD requests it), and there is no verbiage stating a subcontractor cannot hold the CSLB C27 license in the bid documents to meet that requirement.

3. Artemis had our representative Jacob Harrower attend the job walk as was stated on summital, no verbiage stating the owner/ or manager was required to do the job walk.

4. Further suspicion of favortism. The bid was re-written with un-related requirements such as needing a C27 license for work that does not require it, scoring rubric only gave 5 points out of 100 towards cost, and again RCD changed intent to award to the same company (as previous bid) costing over $110,000 more for the project.

5. If RCD considers Artemis Habitat LLC "non-responsive" the project will have failed to meet the required 3 qualified bids needed by state law for public funds projects and the project will need to be re-bid.

Thank you for your time. We are looking forward to being treated fairly. Our Lawyer is attached on this email as well as Jacob Harrower.
On Tue, Oct 6, 2026 at 11:27 AM Danielle Ashton <Danielle@naparcd.org> wrote:

> Hello,
> Upon further review, Napa RCD has determined that Artemis Habitat's proposal is nonresponsive and is withdrawing its prior notice of intent to award.
> Napa RCD no intends to award the Westwood Hills Broom Removal Project contract to Ecological Solutions CA, LLC, the second-highest-ranked proposer, subject to successful contract execution and any required final approval.
> Thank you for your interest in the project and the time invested in preparing your proposals.
>
> Thank you,

Danielle Ashton
Project Manager, Forest Health and Restoration
Napa County Resource Conservation District
(707) 690-3125 • Danielle@NapaRCD.org

--

Hendrik Smeding IV
Owner at Artemis Habitat LLC
P.O. Box 254
Pope Valley, CA 94567
M. 707.266.8998
E. hendrik@artemishabitat.com



NAPA COUNTY RESOURCE CONSERVATION DISTRICT
AGREEMENT NO. 2026024

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 ECOLOGICAL SOLUTIONS CA, LLC, a California limited liability company located in Sonoma, CA ("**CONTRACTOR**"). The "**Effective Date**" of this Agreement is November 16, 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 issued a Request for Proposals for the Westwood Hills Broom Removal Project ("Project") for oak woodland and wildlife habitat restoration services, as well as wildfire mitigation, within Westwood Hills Park located at 3107 Browns Valley Road in Napa, California ("Property") owned by the City of Napa ("City"). The Project includes hand crews removing French broom and ladder fuels by cutting, piling, burning, and applying herbicide on new growth/seedlings; and

WHEREAS, NCRCD and City have entered into a Right of Entry Agreement dated November 3, 2026 and attached hereto and incorporated herein as Exhibit D ("Right of Entry") authorizing NCRCD and CONTRACTOR to enter the Property to perform the Project; and

WHEREAS, the Project is being funded by (a) the California State Coastal Conservancy pursuant to a Grant Agreement between NCRCD and Humboldt County Resource Conservation District dated February 25, 2025 attached hereto and incorporated herein as Exhibit E ("HCRCD Grant Agreement"); and (b) federal grant funds provided to NCRCD pursuant to a Federal Financial Assistance Award of Domestic Grant between NCRCD and the USDA, Forest Service Region 5 attached hereto as Exhibit F and incorporated herein by reference ("USDA Grant Agreement"); and

WHEREAS, NCRCD now desires to retain CONTRATOR to provide services for the Project; and

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

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

TERMS

1. **Term of the Agreement.** The term of this Agreement ("Term") shall commence on the Effective Date and shall expire on October 31, 2028, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the Term, and the obligations of CONTRACTOR to NCRCD prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention) shall also survive the Term of this Agreement.

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

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed $280,000 for professional services and reimbursable expenses. These amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred in accordance with this Agreement.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NCRCD of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where

compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the NCRCD Accounting & Administration Specialist who, after review and approval as to form and content, shall submit the invoice to the NCRCD Executive Director or Board of Directors for approval and to the Napa County Auditor for payment.

(b) Legal status. So that NCRCD may properly comply with its reporting obligations under Federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the NCRCD District Administrator upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or the State of California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

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

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

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

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

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

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

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

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

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NCRCD's Executive Director, demonstrated by other evidence of coverage acceptable to NCRCD's Risk Manager, which shall be filed by CONTRACTOR with NCRCD prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its NCRCD Agreement number; shall be kept current during the term of this Agreement; shall provide that NCRCD shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NCRCD, the City and their respective

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, the City and their respective officers, officials, agents, employees, and volunteers (collectively and/or individually "NCRCD") from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys' fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by CONTRACTOR or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except to the extent such loss or damage is 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 NCRCD for any reason and at any time by giving prior written notice of such termination to CONTRACTOR specifying the effective date thereof at least thirty (30) days prior to the effective date. 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	CONTRACTOR
Lucas Patzek, Executive Director	Ecological Solutions CA, LLC
1303 Jefferson St., Ste. 500B	585 Mitchell Way
Napa, CA 94559	Sonoma, CA 95476
lucas@naparcd.org	ecologicalsol@gmail.com
707-690-3119	415-497-1050

14. **Reserved.**

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 Directors 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 "C" 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.

(e) Special Provisions. CONTRACTOR shall comply, and shall cause its subcontractors to comply, with the terms of the HCRCD Grant Agreement, the USDA Grant Agreement, the Right of Entry and the federal provisions attached hereto as Exhibit G and incorporated herein by reference.

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. **Reserved.**

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. **Survival of Obligations**. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 21 (Access to Records/Retention) and 15 (Confidentiality of Services). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

30. **Electronic Signatures and Counterparts**. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

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

[Signatures on following page]

"CONTRACTOR" ECOLOGICAL SOLUTIONS CA, LLC, a California limited liability company

By: _____ Date: _____
JASON MILLS, Founder/Principal Fire Ecologist

"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

I. Description of Work

CONTRACTOR shall, and shall cause its subcontractors to, perform the work described in this Exhibit A at the Property in accordance with the terms of the Agreement:

CONTRACTOR shall perform the Project in close coordination with NCRCD and the City. The Contractor team shall consist of CONTRACTOR and the following subcontractors retained and managed by CONTRACTOR: Conservation Corps North Bay (CCNB), which will provide supervised conservation crews during mobilization and field implementation; and Kyle Farmer, a California Burn Boss ("Burn Boss"), certified pursuant to California Public Resources Code section 4477, who will prepare the burn plan and oversee the pile burning phase of the Project. CONTRACTOR shall be the lead point of contact and provide overall Project management, ground support, and technical direction throughout the Project.

Phase 0: Mobilization and Preconstruction Coordination

Contractor shall provide overall project management, technical direction, field supervision, and coordination of its subcontractors throughout the Work. Contractor shall designate a primary point of contact for coordination with Napa RCD and the City.

Before field work begins, Contractor shall:

- Attend a preconstruction meeting with Napa RCD and the City.
- Review treatment boundaries, access routes, sensitive resources, resource-protection areas, and applicable site requirements.
- Participate in a detailed site walk with Contractor's project lead, the Conservation Corps North Bay project manager, Napa RCD's California Registered Professional Forester (RPF), and the certified Burn Boss.
- Map treatment areas, broom infestation levels, sensitive resources, and resource-protection areas using GIS, in coordination with Napa RCD.
- Confirm crew, equipment, safety, herbicide, burn, and environmental requirements.
- Notify Napa RCD at least one week before mobilization.

Phase 1: Cutting and Piling

Contractor shall coordinate all Phase 1 work with Napa RCD's California Registered Professional Forester (RPF), who will oversee Phase 1 work to ensure it is completed in accordance with this Agreement and applicable forestry standards.

Contractor shall coordinate with Napa RCD to arrange RPF participation in the preconstruction site walk, midpoint field review, and Phase 1 completion inspection. Contractor shall provide advance notice of work activities sufficient to facilitate these reviews and shall coordinate with Napa RCD and the RPF regarding field questions, proposed treatment changes, and corrective actions. Contractor shall implement any corrective actions required by the RPF before proceeding with affected work.

Task 1.1. Broom Cutting

Contractor shall cut and remove all mature French broom (*Genista monspessulana*) within the designated 41-acre treatment area, as flagged or mapped by Napa RCD prior to mobilization.

Contractor shall mow small-diameter broom (<½ inch diameter) using brushcutters equipped with blades, at ground level.

All broom stems ≥½ inch diameter shall be cut at or below ground level using loppers and/or chainsaws.

Cutting shall only occur during dry site conditions to minimize soil disturbance.

All live material shall be cut prior to seed set whenever feasible.

Contractor shall coordinate crew deployment to address remote and difficult-access areas while Conservation Corps North Bay crews focus on more accessible, flatter areas, subject to site conditions and Napa RCD direction.

Task 1.2. Pile Construction

All cut broom material shall be consolidated into burn piles approximately 4 × 4 × 4 feet, subject to applicable permit requirements and the approved burn prescription, in accordance with CAL FIRE best practices, and placed in locations approved by Napa RCD and the City.

Contractor anticipates constructing approximately 160–200 burn piles, subject to field conditions, available biomass, and pile locations approved by Napa RCD, the City, and the RPF. This estimate shall not limit Contractor's obligation to consolidate all cut broom material within the designated treatment area.

Piles shall be spaced to minimize heat damage to surrounding vegetation and soil (minimum 20 feet from trees or structures, 50 feet from waterways unless otherwise approved by Napa RCD in writing).

No piles shall be placed on unstable slopes, near sensitive habitat, over root systems of desirable trees, or directly under low-hanging trees.

Where consistent with these requirements and approved by Napa RCD and the RPF, piles shall be located over broom infestations to help reduce resprouting and seed germination.

Contractor shall comply with the pile construction and burning guidelines outlined in the 2024–2025 Burn Pile Guide, which is incorporated herein by reference.

https://www.allhandsecology.org/wp-content/uploads/2024/12/Burn-Pile-Guide-241105.pdf

Phase 2: Pile Burning

Contractor shall conduct burning only under and in accordance with approved burn permits and authorizations issued by CAL FIRE, the Bay Area Air Quality Management District (BAAQMD), and any other applicable regulatory agencies. Contractor shall be responsible for obtaining all permits, approvals, and authorizations necessary to conduct pile burning on the Property prior to burning.

Contractor shall arrange for preparation of a written burn plan and prescription by its certified Burn Boss. Prior to burning, the certified Burn Boss shall review and approve a written burn prescription for the pile burning activities, including appropriate risk mitigation measures. All burning shall be conducted in accordance with the approved burn prescription, applicable permits, and regulatory requirements.

Contractor shall notify Napa RCD's Project Manager and the City's Urban Forestry Manager in writing at least 48 hours prior to burning.

Pile burning shall be scheduled during suitable dry weather windows, with rain anticipated following burning whenever feasible and consistent with the approved burn prescription. Contractor shall verify permissible burn conditions and make daily notifications to BAAQMD and local fire departments as required by applicable permits and the approved burn prescription.

Contractor shall ensure that appropriate safety measures are in place, including fire control tools, adequate water supply, and sufficient trained personnel.

Burn crews shall use appropriate pile-burning personal protective equipment, including flame-resistant clothing, fire-rated hard hats with shrouds, fire goggles, heat-resistant leather gloves, and leather boots. Ignition shall use drip torches and/or propane torches as directed by the certified Burn Boss and allowed by applicable permits.

Contractor shall provide a 500-gallon water trailer, a Type 3 fire engine with a 300-gallon tank, and/or an ATV-mounted 50-gallon water tank, as appropriate to site access and the approved burn prescription. Contractor shall also provide individual five-gallon water spray packs, hand tools, and other equipment required by the approved burn prescription. The equipment configuration and available water supply shall be sufficient for ignition support, fire control, and complete mop-up.

Piles shall be ignited and monitored in accordance with the approved burn prescription, permit conditions, weather restrictions, and direction of the certified Burn Boss.

Contractor shall conduct sufficient mop-up and monitoring to ensure piles are fully extinguished and the Property is left in a safe condition prior to demobilization.

Mop-up shall include application of water and thorough stirring of pile residues and underlying material as necessary to extinguish residual heat and prevent rekindling or fire spread. Contractor shall inspect burned piles during the afternoon following burning and again the following day, and shall conduct additional monitoring required by the incorporated Burn Pile Guide, approved burn prescription, or applicable permits. Inspections and any additional extinguishment measures shall be documented.

Phase 3: Herbicide Treatment of Regrowth

Task 3. Timing and Materials

Following initial cutting and burning, Contractor shall return to the Property to treat broom resprouts and seedlings within the previously cleared treatment areas. Herbicide treatment is anticipated to occur in April–May 2027; however, actual treatment timing shall be based on the presence and condition of broom regrowth and suitable conditions for effective herbicide application.

Contractor shall monitor or assess site conditions and recommend the appropriate treatment timing to Napa RCD. Herbicide application shall not proceed without prior written approval from Napa RCD and the City. Napa RCD may adjust the treatment window in consultation with Contractor based on site conditions, broom growth stage, weather, and other factors affecting treatment effectiveness.

All herbicide applications shall be performed by appropriately licensed or certified personnel and under a California Department of Pesticide Regulation-licensed Pest Control Business, as applicable, in accordance with the licensing and certification requirements specified in this solicitation and all applicable laws and regulations.

Herbicide shall be applied in accordance with label requirements, Napa RCD-approved Integrated Pest Management (IPM) guidelines, and all applicable local, state, and federal laws.

Task 3.1. Application Method

Contractor shall use targeted foliar, cut-stump, basal bark, or other approved application methods appropriate to the size and growth stage of the broom being treated. Application methods shall minimize herbicide use and avoid or minimize impacts to non-target vegetation.

Targeted foliar applications shall occur under low-wind conditions of less than 10 mph and with no rain forecast for at least 48 hours following application, subject to any more restrictive product-label requirements. Application equipment may include five-gallon backpack pump sprayers and pressurized tanks and hoses, as appropriate to plant size, growth stage, and accessibility.

Contractor shall obtain Napa RCD's and the City's written approval of herbicide selection (e.g., triclopyr-based or equivalent) prior to use on the Property. A triclopyr + aminopyralid + surfactant (Garlon 4 Ultra + Milestone + Hasten-EA) mixture is preferred.

Contractor shall use dye indicators to ensure accurate application and avoid re-treatment overlap.

Contractor shall use application methods that minimize applicator exposure and shall provide appropriate personal protective equipment consistent with product labels and applicable requirements. Equipment shall include protective coveralls, footwear protection, chemical-resistant gloves, and eye protection, with respiratory protection where required. Contractor shall provide an on-site cleanup station and supplies each application day for proper cleaning of equipment and personnel.

Task 3.2. Reporting

Contractor shall provide a written record of all herbicide use including date, time, location, product, concentration, method, and total quantity applied.

Records shall be submitted to Napa RCD and the Napa County Agricultural Commissioner's Office within 10 business days following treatment completion, or earlier if necessary to meet an applicable regulatory reporting deadline.

Final Cleanup, Documentation, and Inspection

At the completion of each phase, Contractor shall remove equipment, supplies, trash, and other project materials from the Property, except materials approved by Napa RCD to remain for subsequent phases. Contractor shall coordinate a phase-completion inspection with Napa RCD and the City, including participation by the RPF or certified Burn Boss as appropriate to the work being inspected.

Contractor shall provide a final summary report documenting acreage treated, methods and materials used, work completed, issues encountered, and recommendations for future maintenance. The report shall include a final georeferenced treatment map.

Deliverables

- Completion of preconstruction coordination and site-specific work planning.
- GIS mapping of treatment areas, infestation levels, sensitive resources, and resource-protection areas.
- Completion of cutting and piling across the designated 41-acre treatment area.
- Documentation and verification of successful pile burning in compliance with permits, including burn records, pile-completion verification, and monitoring records.
- Submission of daily logs and phase-completion documentation.
- Completion of herbicide treatment of broom resprouts and seedlings within the treatment area, including submission of required herbicide application records.
- Completion of cleanup and participation in inspections following each phase.
- Submission of a final summary report detailing acreage treated, materials used, and any issues encountered, including recommendations for future maintenance and a final georeferenced treatment map.

Excluded Follow-Up Work

Additional cutting or removal of dead standing broom following herbicide treatment, recommended in Contractor's proposal for summer or fall 2027, is not included in this Scope of Services or the current contract price. Such work shall require separate written authorization and an agreed scope and price.

I. Schedule

Contractor shall perform the Scope of Services in accordance with the following schedule:

Task or milestone	Completion date or treatment window
Phase 0: Mobilization and preconstruction coordination	Before field work begins; notify Napa RCD at least one week before mobilization.
Phase 1: Cutting and piling	Updated start date to be agreed; proposed completion by December 15, 2026. Proposal estimates 3–4 weeks of field work.
Phase 2: Pile burning	March 2027, subject to permits, pile curing, weather, and suitable burn conditions. Proposal estimates 1–2 weeks of field work.
Phase 3: Herbicide treatment	April–May 2027, subject to regrowth, weather, suitable application conditions, and prior written approval from Napa RCD and the City.
Phase-completion inspections and documentation	Following completion of each phase; herbicide records submitted within the timeframe specified above.
Final project completion	Proposed: May 31, 2027, including final cleanup, inspection, report, and georeferenced treatment map.

Contractor shall promptly notify Napa RCD of anticipated delays and propose a revised schedule. Changes to completion dates shall require Napa RCD's written approval and shall remain subject to the Agreement's requirements.

EXHIBIT "B"

COMPENSATION AND FEE SCHEDULE

NCRCD will compensate CONTRACTOR in accordance with the rate schedule attached hereto as Exhibit B-1 and incorporated herein by reference.

RATE SHEET

Provisions for Time and Materials work are:

· Item pricing in the cost table below should be considered the cost of the work.
· Costs are based on the assumptions provided by the scope of work to determine the Prevailing Wage designation of 'Landscape Maintenance Laborer' by the Department of Industrial Relations.
· Time spent offsite dedicated to the project (e.g. planning, equipment mobilization, reporting) will be considered billable.
· Time and materials will be tracked by Ecological Solutions management
· Invoices will be prepared monthly by management per the rates in the following table:

PERSONNEL	
Title	**Hourly Rate**
Senior Contractor and Ecologist	$150.00
Certified Qualified Applicator	$150.00
Project Manager	$125.00
Crew Leader	$100.00
Restoration Technician	$75.00
DIRECT COSTS	
Item	**Cost**
4x4 Truck	$100.00 per day
Type 6 Fire Engine	$150.00 per day
ATV	$150.00 per day
Water Buffalo	$150.00 per day
Supplies and Materials	cost plus 10%
Mileage	$0.76 per mile

Standard 'Daily Team Rates' for labor with direct costs

Half Team (3-4 workers) $3,000.00 with truck, tools, and equipment

Full Team (6-8 workers) $5,000.00 with two trucks, tools, and equipment

10215 Occidental Road, Sebastopol, CA, 95472
Phone: (415) 497-1050 | Email: ecologicalsol@gmail.com | www.ecologicalsolutionsCA.com

EXHIBIT "C"

PREVAILING WAGE

1.7 **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.

2.7 **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.

3.7 **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.

4.7 **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.

5.7 **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.

6.7 **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.

7.7 **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.

EXHIBIT "D"

RIGHT OF ENTRY

(ATTACH ROE)

Docusign Envelope ID: 6F6BEF02-D00E-81B2-82D8-E95D617C240E

AGREEMENT FOR RIGHT OF ENTRY
AND
TEMPORARY CONSTRUCTION EASEMENT

City Agreement No. C2026-711

This Agreement for Right of Entry and Temporary Construction Easement (this "Agreement") is made by and between the **CITY OF NAPA**, a California charter city ("City") and the Napa County Resource Conservation District, a California special district ("RCD") and effective as of the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. City is the owner of that certain real property located at 3107 Browns Valley Rd., in Napa, California, commonly known as Napa County Assessor's Parcel Number 050-270-012 (the "Property").

B. The RCD has requested a right of entry upon and access to a portion of the Property for the purpose of 41 acres of French broom removal ("Project").

C. This Agreement sets forth the terms and conditions upon which RCD may access the Property for the Project.

NOW, THEREFORE, the City and RCD, for the mutual consideration described herein, agree as follows:

1. **Grant of Entry and Easement**. City hereby grants to RCD, its agents, employees, contractors, subcontractors, representatives, or designees a right of entry and temporary construction easement (collectively, "ROW and TCE") in, on, over, across, under, and through a portion of the Property described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("Premises") for purposes of carrying out any activities required for construction of the Project, including surveying, grading, and restoration of any improvements on the Premises that may be damaged by RCD during construction of the Project. RCD shall notify City forty-eight (48) hours in advance of the date of commencement of construction of the Project.

3. **Compensation**. In return for the RCD's right to use the Premises, the RCD shall comply with all requirements of this Agreement (including the RCD's obligations under Section 5 "Improvements" and Section 6 "Indemnification"); however, unless specifically required by this Agreement, the RCD is not required to provide any monetary compensation to the City.

4. **Term**. The term of this Agreement shall commence on the Effective Date and terminate 60 days following the RCD's written acceptance of the Project improvements ("Term"). City agrees to not unreasonably withhold consent for an extension of the Term if needed to complete the Project.

5. **Improvements**. To the extent that is practical, RCD shall, at RCD's sole cost and expense, install, replace, or repair, any improvements on the Premises which may have been damaged or removed by the City or its contractors during the construction of the Project, including

Docusign Envelope ID: 6F6BEF02-D00E-81B2-82D8-E95D617C240E

landscaping, fencing, and concrete work.

6. **Indemnification**. RCD shall indemnify, defend, and hold City harmless from and against all claims, demands, and liability for damages arising from death or bodily injury to persons and from damage to property arising out of or connected with RCD's use of the Premises under the terms of this Agreement.

7. **Notices**. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

City: City of Napa, Parks and Recreation Services
Attn: Jeffrey Gittings, Parks and Urban Forest Manager
1500 Jefferson St.
Napa, CA 94559
jgittings@cityofnapa.org

RCD: Napa Resource Conservation District
Aaron Fairbrook, Program Manager
1303 Jefferson Street, Suite 500B
Napa, CA 94550
aaron@naparcd.org

8. **Authorized Representatives**. City hereby assigns Jeffrey Gittings to serve as the City's authorized representative ("Citys Authorized Representative"), to serve as the primary point of contact for all matters pertaining to this Agreement.

RCD hereby assigns Aaron Fairbrook to serve as the RCD's authorized representative ("RCD's Authorized Representative"), to serve as the primary point of contact for all matters pertaining to this Agreement.

9. **Obligations**. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, representatives, and assigns for the Term of this Agreement. In the event that Cityintends to sell the Property during the Term of this Agreement, City shall notify the RCD in writing and disclose the terms of this Agreement to the Property's purchaser prior to the close of escrow.

10. **Headings.** The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

11. **Severability.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement

Docusign Envelope ID: 6F6BEF02-D00E-81B2-82D8-E95D617C240E

will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

12. **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

13. **Attorney's Fees**. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14. **Modifications**. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

15. **Waivers**. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

16. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

17. **Interpretation**. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

18. **Counterparts**. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

19. **Signatures; Electronic Signatures**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City and the RCD. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Elect Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

Docusign Envelope ID: 6F6BEF02-D00E-81B2-82D8-E95D617C240E

CITY:
CITY OF NAPA, a California charter city

By: DocuSigned by: Breyana Brandt DB2818B81F0E4EC...
Breyana Brandt, Parks and Recreation Director

Date: November 3, 2026 | 11:37:53 AM PST
("**Effective Date**")

RCD:
Napa Resource Conservation District

By: Signed by: Frances Knapczyk 9E3853952456429...
Frances Knapczyk, Acting Executive Director

APPROVED AS TO FORM:

Signed by: Renee Giacomini Brewer 7769D1D48ADA41A...
Renee Giacomini Brewer, City Attorney

Docusign Envelope ID: 6F6BEF02-D00E-81B2-82D8-E95D617C240E

EXHIBIT "A"
Premises

The purpose of this project is to reduce hazardous fuels, restore native vegetation, and improve ecological resilience through the removal and control of invasive French broom (Genista monspessulana) and related broom species.



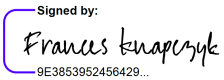
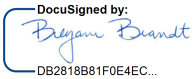
Certificate Of Completion

Envelope Id: 6F6BEF02-D00E-81B2-82D8-E95D617C240E
Status: Completed
Subject: Please Docusign: Agreement C2026-711 (eoregel@cityofnapa.org)
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Elijah Oregel
955 SCHOOL STREET
NAPA, CA 94559
eoregel@cityofnapa.org
IP Address: 209.112.107.133

Record Tracking

Status: Original
10/30/2026 | 02:08 PM
Holder: Elijah Oregel
eoregel@cityofnapa.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Frances Knapczyk frances@naparcd.org Interim ED Security Level: Email, Account Authentication (None)	Signed by:  9E3853952456429... Signature Adoption: Pre-selected Style Using IP Address: 99.127.224.63	Sent: 10/30/2026 | 02:09 PM Viewed: 10/30/2026 | 02:28 PM Signed: 11/3/2026 | 08:59 AM
Electronic Record and Signature Disclosure: Accepted: 10/30/2026 | 02:28 PM ID: 2dbbc7e3-ef72-4b07-ab57-9ea0607725b7 Company Name: City of Napa		
Renee Giacomini Brewer rbrewer@cityofnapa.org City Attorney Security Level: Email, Account Authentication (None)	Signed by:  7769D1D48ADA41A... Signature Adoption: Pre-selected Style Using IP Address: 76.103.111.213	Sent: 11/3/2026 | 08:59 AM Viewed: 11/3/2026 | 10:54 AM Signed: 11/3/2026 | 10:56 AM
Electronic Record and Signature Disclosure: Accepted: 9/1/2026 | 05:34 PM ID: 0031da92-7214-4f4b-b640-895ac51de6be Company Name: City of Napa		
Breyana Brandt bbrandt@cityofnapa.org Parks and Recreation Director CITY OF NAPA Security Level: Email, Account Authentication (None)	DocuSigned by:  DB2818B81F0E4EC... Signature Adoption: Uploaded Signature Image Using IP Address: 45.62.187.254	Sent: 11/3/2026 | 10:56 AM Viewed: 11/3/2026 | 11:37 AM Signed: 11/3/2026 | 11:37 AM
Electronic Record and Signature Disclosure: Accepted: 1/20/2026 | 04:22 PM ID: 4594bb20-aa6d-43e2-95f9-59484f92a5aa Company Name: City of Napa		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
ALERT: DO NOT DELETE THIS RECIPIENT! insurancecerts@cityofnapa.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/3/2026 | 11:37 AM
ALERT: DO NOT DELETE THIS RECIPIENT! clmagreements@cityofnapa.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/3/2026 | 11:37 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2026 | 02:09 PM
Certified Delivered	Security Checked	11/3/2026 | 11:37 AM
Signing Complete	Security Checked	11/3/2026 | 11:37 AM
Completed	Security Checked	11/3/2026 | 11:37 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Napa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Napa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: clerk@cityofnapa.org

To advise City of Napa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clerk@cityofnapa.org and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Napa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clerk@cityofnapa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with City of Napa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to clerk@cityofnapa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Napa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Napa during the course of your relationship with City of Napa.

EXHIBIT "E"

HCRCD GRANT AGREEMENT

(ATTACH AGREEMENT)

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

Humboldt County Resource Conservation District
North Coast Wildfire Resilience Planning & Implementation Grant Program
Member Grant Agreement

Grantee: Napa County Resource Conservation District
Amount: $250,000
Grant Period: 4/29/2024 – 4/1/2029

This Grant Agreement ("Agreement") is made and entered into as of the last date signed below (the "Effective Date") by and between the Humboldt County Resource Conservation District ("HCRCD") and Napa County Resource Conservation District ("NCRCD") ("Grantee"), collectively the "Parties" and individually, a "Party."

WHEREAS, HCRCD is implementing the North Coast Wildfire Resilience Planning and Implementation Grant Program, which provides funding to public entities, California Native American tribes, and nonprofit organizations for planning, community outreach, permitting, environmental review, and implementation of projects that will increase wildfire resilience though improved management of natural lands and open space, increased collaboration among land managers, and capacity building in Northern California coast watershed counties (the "Program");

WHEREAS, in pursuit of that goal, HCRCD has obtained a grant from the California State Coastal Conservancy ("Funding Agency") to fund the Program; and

WHEREAS, the Program includes grants to members of the North Coast Resource Conservation District Collaborative, including the NCRCD;

NOW THEREFORE, in consideration of their mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. GRANT TERM

The term of this Agreement will commence on the Effective Date and ends April 1, 2029, unless terminated earlier as provided herein. This Agreement may be extended in increments of ninety (90) days by mutual agreement, in writing, by the Parties. Requests for extensions shall be received in writing no later than thirty (30) days prior to the end of the stated Grant Term. In any case, the term of this Agreement will end no later than June 30, 2029.

2. GRANT

2.1 Contingent Grant.

a. This Agreement is subject to Funding Agency approval and is contingent upon compliance with the terms of this Section 2.1.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

b. Within twelve (12) months of the Effective Date, Grantee must provide to HCRCD its proposal for its initial project or projects to be funded by the Grant (a "Wildfire Project"), which shall include the specific tasks to be performed (including plans, if applicable), the schedule for completion of the Wildfire Project, a detailed project budget, and evidence of California Environmental Quality Act ("CEQA") compliance (if necessary). HCRCD will provide the proposed Wildfire Project to the Funding Agency. If the proposal is not for the full Grant Amount, the proposal should also state whether Grantee anticipates using remaining funds for future Wildfire Projects. For the grant awarded pursuant to this Agreement to become effective, the Funding Agency must authorize the Wildfire Project in writing.

c. Upon Funding Agency approval of the Wildfire Project, the Grant Amount or portion of the Grant Amount receiving approval shall be deemed awarded to Grantee pursuant to this Agreement. No change may be made to the Wildfire Project or the proposed budget without HCRCD's written approval.

d. After approval of the initial Wildfire Project, Grantee may propose additional Wildfire Projects, which proposals must contain the same information required by Section 2.1(b), above. All proposals must be received on or before December 31, 2027.

e. If Grantee fails to propose a Wildfire Project pursuant to this section within the time set forth in Section 2.1(b), this Agreement shall terminate and HCRCD may reallocate the Grant Amount to other recipients.

f. If at any time Grantee anticipates that it will not be able to use the full Grant Amount, Grantee agrees to promptly notify HCRCD.

2.2 Grant Amount. The total grant funding provided pursuant to this Agreement shall not exceed the total sum of two hundred fifty thousand dollars ($250,000). The final Grant Amount shall not exceed the budget for the Wildfire Project proposed pursuant to Section 2.1.

2.3 Disbursement Prerequisites. HCRCD will not disburse any grant funds until (1) this Agreement is fully executed, (2) Grantee has submitted a signed Federal Taxpayer ID Number Form (substitute IRS Form W-9), and (3) any other pre-invoice requirements imposed by HCRCD or the Funding Agency have been completed.

2.4 Use of Grant Funds.

a. Generally. In accepting grant funds, Grantee agrees that it will use or expend grant funds, or any portion thereof, only as provided for in this Agreement and, without limiting the generality of the foregoing, agrees to purchase materials, equipment, or other property specified in the Wildfire Project proposal only for use in connection with the Wildfire Project authorized by this Agreement, except as may be otherwise provided herein. Grantee will not be reimbursed for, or will

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

be required to repay, any grant funds not used in accordance with this Agreement and the Wildfire Project proposal.

b. Grant-Funded Equipment.

i. If the grant funds are used to purchase equipment that costs $5,000 or more, each such piece of equipment is "grant-funded equipment." Grantee shall operate and maintain each grant-funded equipment for wildfire resilience related purposes during its useful life. If Grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment's useful life, Grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for wildfire-related purposes. For the duration of the useful life of each grant-funded equipment, Grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation).

ii. If the grant funds will be used only to purchase equipment, beginning twelve (12) months after the Effective Date and annually thereafter until the Wildfire Project is complete, Grantee shall submit a report describing the project work completed using the grant-funded equipment.

iii. The requirements of this Section 2.4(b) will survive termination of this agreement.

c. Prescribed Burns. If the project includes a prescribed burn, Grantee shall employ a burn boss certified under Public Resources Code Section 4477 to review and approve a written prescription of the burn that includes adequate risk mitigation measures. Grantee shall ensure that the prescribed burn is conducted in compliance with the written prescription. Grantee may employ a cultural fire practitioner in lieu of a certified burn boss for any cultural burns Grantee conducts. Grantee shall also ensure that the burn is authorized pursuant to Chapter 6 (commencing with Section 4411) or Chapter 7 (commencing with Section 4461) of Part 2 of Division 4 of the Public Resources Code, and that the burn is conducted in compliance with any air quality permit required pursuant to Article 3 (commencing with Section 41850) of Chapter 3 of Part 4 of Division 26 of the Health and Safety Code.

3. STATE FUNDING

3.1 Funding Agency. This Grant is funded in whole or in part by the California State Coastal Conservancy ("Funding Agency"). Grantee must comply with all of the rules and regulations required by the Funding Agency, which are set forth throughout this Agreement and in full in the funding grant agreement, which is attached hereto as Exhibit A. Grantee shall not perform any act, fail to perform any act, or refuse to comply with

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

any HCRCD requests that would cause HCRCD to be in violation of HCRCD's agreement with the Funding Agency.

3.2 Reimbursement. If Grantee claims or receives payment from HCRCD for an aspect of the Wildfire Project, reimbursement for which is later disallowed by the Funding Agency, then Grantee shall promptly refund the disallowed amount to HCRCD upon HCRCD's request. At its option, HCRCD may offset the amount disallowed from any payment due or to become due to Grantee under this Agreement or any other agreement.

3.3 Termination. HCRCD may terminate or suspend performance of this Agreement if the Funding Agency suspends or terminates funding pursuant to the terms of the Funding Agreement. In the event of suspension or termination, HCRCD shall be obligated to fund only that portion of Grantee's work performed prior to the suspension or termination of the Funding Agreement.

4. LANDOWNER PERMISSION

4.1 If Grantee does not own the project site(s), Grantee shall, prior to beginning the Wildfire Project, obtain written permission to carry out the Wildfire Project from each landowner of the project site(s) and provide evidence of such written permission to HCRCD. Notwithstanding the foregoing, if Grantee has obtained written landowner permission for access to the property on which the project will begin, Grantee may begin the project without permission from all landowners; however, Grantee shall submit written landowner permission for each additional property on which the project will take place before beginning work on each property.

4.2 Grantee shall ensure that landowners will allow HCRCD and Funding Agency and their respective members, officers, employees, agents and representatives to access a project site under the conditions set forth in any applicable agreement between Grantee and the landowner.

4.3 HCRCD will provide a copy of the landowner agreement to the Funding Agency.

5. GRANTEE OBLIGATIONS

5.1 Implementation. Grantee agrees to complete the Wildfire Project by April 1, 2029. If the Grantee fails to complete the Project within that time period, HCRCD may withhold any or all of the Grant Amount, terminate this Agreement, and/or require reimbursement of disbursed Grant Amount.

5.2 Reporting.

a. Progress Report. Grantee shall submit to HCRCD a Progress Report quarterly or with each request for reimbursement, whichever is more frequent. The first report shall be submitted before or at the same time as the first request for reimbursement. Progress Reports are required even if there is little or no activity on the Project during the period.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

b. Final Report. Within fifteen (15) days of the conclusion of a Wildfire Project or the Grant Term, whichever comes first, Grantee agrees to provide a Final Report on the use of the grant to HCRCD.

c. Report Contents. The Progress Reports and Final Report shall include:

i. Grant and matching funds expended for the reporting period and to date for the grant.

ii. Supporting documentation of grant funds expended for the reporting period (i.e. invoices).

iii. Written update on progress to date, challenges faced, upcoming milestones, and any additional need for support or modifications to the project timeline or budget. If applicable, the description of work completed to date must be accompanied with pre-Project and post-Project photographs and a final design or site plan of the Project.

iv. Documentation of progress of or completion of the project, including photographs.

v. Any products developed using funds from this program and any other relevant documents, including plans, photos, news articles, fliers, and other materials related to the Project. These products and documents will be shared with Funding Agency by HCRCD.

vi. An inventory of all grant-funded equipment acquired pursuant to Section 2.4(b) of this agreement, including the remaining useful life of each item. If applicable, include a description of the work completed with the grant-funded equipment.

vii. If applicable, appropriate data entered into metric tracking software.

5.3 Site Visits. Grantee agrees to permit HCRCD and Funding Agency, and their respective members, officers, employees, agents and representatives to visit the Project site to ensure that the work being done or completed complies with the approved Project. HCRCD shall provide reasonable notice to Grantee to coordinate scheduling. Disbursement of grant funds may be contingent upon inspections by the Funding Agency, and reimbursement could be delayed if inspections cannot be completed promptly.

5.4 Insurance. Grantee shall carry insurance as required by the provisions set forth in Exhibit B to this Agreement. HCRCD will not execute this Agreement until HCRCD approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage maintained by Grantee.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

5.5 Record Retention. Grantee shall establish and maintain records pertaining to this Agreement. Grantee's accounting systems shall conform to generally accepted accounting principles, and all records shall provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, invoices and vouchers. Grantee shall permit HCRCD, the Funding Agency, the California State Auditor and their authorized representatives to inspect and examine Grantee's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Grantee pursuant to this Agreement and shall provide such assistance as may be reasonably required in the course of such inspection. Until the expiration of four (4) years after the final payment under this Agreement, Grantee shall retain and make available to HCRCD or any party designated by HCRCD, upon written request by HCRCD, this Agreement, and such books, documents, and records of Grantee (and any books, documents, and records of any subcontractor(s)) that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to HCRCD.

5.6 Audit. As required by HCRCD's grant agreement funding this Agreement, Grantee agrees to and understands that grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the grant agreement. Grantee agrees that the State of California, including the Funding Agency (State Coastal Conservancy), and California State Auditor, and their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records.

5.7 Taxes. Each Party shall pay the taxes lawfully levied upon it by any governmental authority. Grantee is responsible for determining any tax consequences of receiving the Grant Amount. In no event shall HCRCD be liable for the payment of any taxes of Grantee or any other third party related to this Agreement.

5.8 Compliance with Laws. Grantee shall obtain any and all necessary permits and comply with all federal, state, and local laws and regulations relating to the implementation of the Project, including, but not limited to, as applicable, the California Environmental Quality Act ("CEQA"). HCRCD reserves the right to immediately terminate this Agreement if Grantee fails to comply with these requirements.

5.9 Nondiscrimination. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, gender, gender identity, gender expression, age,

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 11000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the Funding Agency to implement such article. Grantee shall permit access by representatives of the California Department of Fair Employment and Housing and the Funding Agency upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Funding Agency shall require to ascertain compliance with this clause. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all subcontracts related to work under this Agreement.

5.10 Drug-Free Workplace. In signing this Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about: (1) The dangers of drug abuse in the workplace, (2) The person's or organization's policy of maintaining a drug-free workplace, (3) Any available counseling, rehabilitation, and employee assistance programs, (4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of Grantee who works on this Agreement will receive a copy of the company's drug-free workplace policy statement, and agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

5.11 Prevailing Wage. Grantee shall pay prevailing wage to all person employed in the performance of any part of the work under this Agreement if required by law to do so. Grantee is responsible for determining whether a Wildfire Project is subject to prevailing wage laws, complying with all labor laws applicable to the Wildfire Project, and budgeting accordingly.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

6. GRANT DISBURSEMENT

6.1 Disbursement.

a. Grant Funds will be disbursed on a reimbursement basis.

b. Grantee will be reimbursed for expenditures approved in this Agreement by submitting a request for reimbursement to HCRCD.

c. A request for reimbursement must include a description of work completed for the payment requested that can be clearly verified as allowable types of work/costs within the grant program. Grantee must also submit any additional information required by the Wildfire Project Description before HCRCD will release funds to Grantee.

d. Grantee shall submit requests for reimbursement no more frequently than monthly and no less frequently than quarterly that detail the costs incurred by Grantee that are billable to the grant, incurred during the reimbursement period. Invoices shall detail all authorized expenses, provide an accounting of labor hours spent and by whom, and provide a brief description of the expenditure, to allow HCRCD to determine whether the amount deemed due and payable is accurate. All requests for reimbursement shall comply with Exhibit A, section VII. Grantee shall also include any relevant supporting documentation. Payment will be made on a rolling basis, and HCRCD will issue reimbursement within thirty (30) days of HCRCD's receipt of funds from the Funding Agency.

e. Notwithstanding Section 8.1(d), HCRCD may make payments in the amount of ninety-five percent (95%) of the amount requested, withholding five percent (5%) in light of Exhibit A, section VII. Any withheld amount shall be paid to Grantee within thirty (30) days of HCRCD's receipt of the withheld funds from the Funding Agency.

6.2 Allowable Costs. Only costs approved as part of the Wildfire Project proposal are allowable costs under this Agreement.

7. PUBLICITY AND ACKNOWLEDGMENT

Grantee agrees that it will provide credit to the Funding Agency on any signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing work under this Agreement.

8. INDEMNIFICATION

To the fullest extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless HCRCD and its directors, officers, employees, agents, and volunteers from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs (including, without limitation, costs and fees of litigation including attorneys' fees) ("Claims") of any kind whatsoever without restriction or limitation, incurred in

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly, or impliedly, in whole or in part, to performance of this Agreement, including any Claims related to work performed to complete the Project and payments therefor. All obligations under this provision are to be paid by Grantee as they are incurred by HCRCD. If Grantee is a public entity, this Agreement supersedes any right Grantee may have as a public entity to indemnity and contribution, as provided in California Government Code section 895, et seq. This Section 10 shall survive termination of the Agreement.

9. NOTICE

Any notices required pursuant to this Agreement shall be sent in writing to the persons below, which will be considered effective on the date of personal delivery, or the date confirmed by a reputable overnight delivery service, or on the fifth (5th) calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following email submission:

If to HCRCD:	Jill Demers 5630 South Broadway St. Eureka, CA 95501 jill@hcrcd.org
If to Grantee :	Lucas Patzek 1303 Jefferson St Suite 500B Napa, CA 94559 lucas@naparcd.org

10. ASSIGNMENT AND SURVIVAL

Grantee shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of HCRCD, which may be given or withheld at HCRCD's sole discretion. Any attempt by Grantee to assign, sublease, hypothecate, or transfer this Agreement without such consent of HCRCD will be null and void. This Agreement shall be binding on any heirs, assigns and successors-in-interest to the Grantee.

11. TERMINATION

11.1 Termination. Either party may terminate this Agreement, with or without cause, by providing twenty-five (25) days' notice in writing to the other party. HCRCD may terminate this Agreement at any time without prior notice in the event that Grantee commits a material breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or effect whatsoever, and each of the parties hereto shall be relieved and discharged from their obligations under this Agreement, subject to payment for acceptable grant implementation work carried out prior to the expiration of the notice of termination. Notwithstanding the foregoing, all provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the provisions of this Agreement concerning Grant-Funded Equipment (Section 4.5(b))

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

Indemnification (Section 10); Governing Law, and Venue (Section 14.1); and Dispute Resolution (Section 14.2); and Attorneys' Fees (Section 14.3)

11.2 Russia Sanctions. Under Governor Gavin Newsom's Executive Order N-6-22, state agencies are directed to terminate contracts and grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Accordingly, should the Funding Agency determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, which shall be grounds for termination of this Agreement. HCRCD or the Funding Agency shall provide Grantee advance written notice of such termination, allowing Grantee at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the Funding Agency.

12. MISCELLANEOUS

12.1 Governing Law and Venue. This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Sacramento, State of California or the U.S. District Court for the Eastern District of California.

12.2 Dispute Resolution. The Parties shall make a good faith effort to settle any dispute arising under this Agreement. If the Parties fail to resolve such disputes, they shall submit them to nonbinding mediation in California at equal shared expense of the Parties for at least eight (8) hours of mediation. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all Parties, or litigation may be pursued. If the parties elect arbitration, the Parties shall share expenses equally, and the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

12.3 Attorneys' Fees. If either party initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12.4 Waiver. Neither the acknowledgement of work or disbursement of grant funds pursuant to this Agreement shall constitute a waiver of any rights or obligations arising under this Agreement. The failure by HCRCD to enforce any of Grantee's obligations or to exercise HCRCD's rights shall in no event be deemed a waiver of the right to do so thereafter.

12.5 Notice of Nonrenewal. Grantee understands and agrees that there is no representation, implication, or understanding that Grantee may be entitled to grant funds in the future or that the work or other activity funded by HCRCD pursuant to this Agreement will be funded by HCRCD under a new agreement following expiration or termination of this Agreement. Grantee waives all rights or claims related to any failure

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

by HCRCD to continue to fund all or any such activities by Grantee following the expiration or termination of this Agreement.

12.6 Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement.

12.7 Entire Agreement. This Agreement represents the full and complete understanding of every kind or nature between the parties, and supersedes any other agreement(s) and understanding(s) on this subject, either oral or written, between the parties. Any modification of this Agreement will be effective only if in writing and signed by each party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling unless otherwise indicated.

12.8 Severability. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The parties agree to work in good faith to amend this Agreement to carry out its intent.

12.9 Execution. Each individual executing this Agreement, on behalf of one of the Parties, represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12.10 Electronic Signatures. Unless otherwise prohibited by law, the Parties agree that an electronic signature to this Agreement and an electronic copy of this Agreement have the same force and legal effect as an original ink signature transmitted in hard copy (e.g., transmission via email of a .pdf file containing a scanned or digitally applied signature).

12.11 Independent Entity. Nothing in this Agreement shall in any way be construed to establish Grantee as an agent, employee, or representative of HCRCD. Without limiting the generality of the foregoing, Grantee is not authorized to bind HCRCD to any liability or obligation or to represent that Grantee has any such authority. Grantee shall bear all expenses associated with performance of this Agreement, except as expressly provided herein.

12.12 Negotiated Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the Party who physically drafted and prepared it.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

HUMBOLDT COUNTY RESOURCE CONSERVATION DISTRICT:

DocuSigned by:
By: _____ Date: 2/25/2025
62C742D4DA434B0...

Jill Demers, HCRCD Executive Director

NAPA COUNTY RESOURCE CONSERVATION DISTRICT:

Signed by:
By: Lucas Patzek Date: 2/25/2025
0477C4FDDDD7455...

Lucas Patzek, NCRCD Executive Director

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL
By: *Douglas Parker (via e-sign)*
Date: February 21, 2025

EXHIBITS
Exhibit A: Funding Agency Grant Agreement
Exhibit B: Insurance Requirements

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

EXHIBIT A
Funding Agency Grant Agreement

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

STATE OF CALIFORNIA
State Coastal Conservancy

GRANT AGREEMENT

Grant - Rev 11/20

AGREEMENT NUMBER	AM. NO.
23-163	
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO.	
68-0343035	

THIS AGREEMENT is entered into this 29th day of April, 2024 in the State of California, by and between:

AGENCY
State Coastal Conservancy

and

GRANTEE'S NAME
Humboldt County Resources Conservation District

I. SCOPE OF AGREEMENT

Pursuant to Section 31113 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the Humboldt County Resources Conservation District ("the grantee") a sum not to exceed $6,000,000 (six million dollars) ("funds"), subject to this agreement.

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement.
This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA	GRANTEE
AGENCY: State Coastal Conservancy	GRANTEE (*If other than an individual, state whether a corporation, partnership, etc.*): Humboldt County Resource Conservation District
BY *(Authorized Signature)*: Amy Hutzel	BY *(Authorized Signature)*: Jill Demers
PRINTED NAME AND TITLE OF PERSON SIGNING: Amy Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING: Jill Demers, Executive Director
ADDRESS & PHONE NUMBER: 1515 Clay Street, 10th Floor, Oakland, CA 94612, Phone: (510) 286-1015	ADDRESS & PHONE NUMBER: 5630 South Broadway, Eureka, CA 95503-6905, Phone: (707) 442-6058 #5

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY	FUND TITLE/PROP NO.			
$6,000,000.00	Local Assistance	General Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND ITEM	CHAPTER	STATUTE	FISCALYEAR	
$-0-	3760-102-0001(B)	12	2023	23/24	
TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT NAME				
$6,000,000.00	North Coast Wildfire Resilience Planning and Implementation Program				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

NAME AND SIGNATURE OF ACCOUNTING OFFICER	DATE
Roselin Devi	4/29/2024

☐

I certify that this agreement is exempt from Department of General Services' approval.

Erika Gomez

Erika Gomez
Procurement and Contracts Manager

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

The grantee shall use the funds to complete the following project ("the project") within the North Coast Resource Conservation District Collaborative boundaries (Del Norte County, Humboldt County, Lake County, Marin County, Mendocino County, Napa County, Siskiyou County, Sonoma County, and Trinity County), as shown on Exhibit 1, which is incorporated by reference and attached.

The project consists of establishing and operating the North Coast Wildfire Resilience Planning and Implementation Grant Program ("Grant Program"). The Grant Program will select, award, and oversee grants to public entities, California Native American tribes, and nonprofit organizations for planning, community outreach, permitting, environmental review, and implementation of projects that will increase wildfire resilience through improved management of natural lands and open space, increased collaboration among land managers, and capacity building in northern California coastal watershed counties ("wildfire projects"). In carrying out the project, the grantee will coordinate with the 11 members of the North Coast Resource Conservation District Collaborative (Del Norte RCD, Gold Ridge RCD, Humboldt County RCD, Lake County RCD, Marin County RCD, Mendocino County RCD, Napa County RCD, Shasta Valley RCD, Siskiyou RCD, Sonoma RCD, and Trinity County RCD).

The grantee shall carry out the project in accordance with this agreement.

II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

A. The grantee shall not begin the project and the Conservancy will not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The decision-making body of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.

2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:

   a. A work program for the project, as provided in section "VI. WORK PROGRAM."

   b. All contractors that the grantee intends to retain in connection with the project.

   c. A plan for acknowledgement of Conservancy funding for the project.

B. The grantee shall not commence granting funds for any particular wildfire project, and the Conservancy shall not be obligated to disburse any funds for that wildfire project, unless and until the following conditions precedent have been met:

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

1. The Conservancy has authorized, in writing, the funding of the wildfire project. For projects that are subject to CEQA, Conservancy authorization shall be by the Conservancy at a public meeting. For projects that are exempt from CEQA, Conservancy authorization may be by the Executive Officer.

2. The Executive Officer has approved in writing:

   a. A written agreement between the grantee and the grant recipient.

   b. A work program for the wildfire project that is consistent with the "VI. WORK PROGRAM" section below.

III. ADDITIONAL GRANT CONDITIONS

The grantee shall also meet the following conditions:

1. The grantee shall prepare and submit to the Conservancy for approval, project selection criteria for the Grant Program, which criteria must include priority for wildfire projects that:

   a. Address high wildfire risk areas identified in Community Wildfire Protection Plan or other wildfire resilience/prevention plans.

   b. Are outlined in the California Wildfire and Forest Resilience Action Plan.

   c. Provide significant public benefit.

   d. Benefit disadvantaged or underserved communities.

   e. Lead to longer term resilience or more sustainable benefits.

   f. Benefit public or protected lands.

   g. Leverage resources through coordination across jurisdictions.

2. The grantee shall require each grant recipient to enter into an agreement that includes the following requirements:

   a. If the funds are used to purchase equipment that costs $5,000 or more, each such piece of equipment is a "grant-funded equipment." The grantee shall operate and maintain each grant-funded equipment for wildfire resilience related purposes during its useful life. If the grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment's useful life, the grantee shall donate the grant-funded equipment to

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

a public entity or nonprofit organization that will use the grant-funded equipment for wildfire-related purposes. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.

If the funds will be used only to purchase equipment, beginning 12 months after the effective date of the agreement and annually thereafter until the project is complete, the grantee shall submit a report describing the project work completed using the grant-funded equipment.

b. Prescribed burns. If the project includes a prescribed burn, the grantee shall employ a burn boss certified under Public Resources Code section 4477 to review and approve a written prescription of the burn that includes adequate risk mitigation measures. The grantee shall ensure that the prescribed burn is conducted in compliance with the written prescription. The grantee may employ a cultural fire practitioner in lieu of a certified burn boss for any cultural burns the grantee conducts. The grantee shall also ensure that the burn is authorized pursuant to Chapter 6 (commencing with Section 4411) or Chapter 7 (commencing with Section 4461) of Part 2 of Division 4 of the Public Resources Code, and that the burn is conducted in compliance with any air quality permit required pursuant to Article 3 (commencing with Section 41850) of Chapter 3 of Part 4 of Division 26 of the Health and Safety Code.

c. If the grantee does not own the project site(s), the grantee shall, prior to beginning the project, obtain written permission to carry out the project from each landowner of the project site(s). Notwithstanding the foregoing, if the grantee has obtained written landowner permission for the property on which the project will begin, the grantee may begin the project without permission from all landowners; however, the grantee shall submit written landowner permission for each additional property on which the project will take place before beginning work on each property.

d. The grantee shall submit evidence that it has obtained required insurance coverage.

IV. TERM OF AGREEMENT

This agreement will take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in section "II. CONDITIONS PRECEDENT TO OF COMMENCE PROJECT AND DISBURSEMENT". This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on January 31, 2030 ("the termination date") unless terminated early as provided in this agreement. However, the grantee shall complete all work, and require its

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

grant recipients to complete all work of each wildfire project, by June 30, 2029 ("the completion date").

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than August 30, 2029.

The grantee, in reliance on the grant authorization, has undertaken work for the project commencing on May 1, 2024, prior to the effective date of this agreement. The work was done at grantee's risk and without the Conservancy's obligation to disburse funds to the grantee for such work. Notwithstanding the foregoing, if the Conservancy determines such work was necessary to timely completion of the project and was done in a manner consistent with the terms of this agreement, the Conservancy may, in its sole discretion, reimburse the grantee for the costs of such work. All project work undertaken prior to the effective date of this agreement for which the Conservancy reimbursed the grantee will be deemed to be within the scope of, and subject to, all terms of this agreement.

V. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its April 18, 2024 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

Standard Provisions

VI. WORK PROGRAM

A. Grantee Work Program

Before beginning work on the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program must include:

1. The specific tasks to be performed.

2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.

3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget must list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans with Conservancy staff.

4. A plan for acknowledging Conservancy funding for the project. If the grantee will have project signs, the plan shall provide for the Conservancy's logo to be included on such signs.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement will control.

The grantee shall complete the project in accordance with the approved work program.

B. Grant Recipient Work Program for Each Wildfire Project

The grantee shall require a detailed work program for each wildfire project ("project work program"). Each project work program shall include:

1. The specific tasks to be performed and, as applicable, plans showing the scope, scale and methods to be used for the wildfire project.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

2. A schedule of completion for the wildfire project, specifically listing the completion date for each project component.

3. A detailed wildfire project budget. The budget shall describe all labor and materials costs to be incurred to complete each component of the project.

4. For wildfire projects subject to CEQA: provisions for compliance with any conditions of Conservancy authorization to fund the wildfire project.

VII. COSTS AND DISBURSEMENTS

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO COMMENCE OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section. The provisions of this section apply to the Conservancy's reimbursement for (i) the grantee's costs to carry out the project and (ii) the costs of each wildfire project.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with section "IX. PROJECT COMPLETION", and upon the Conservancy's acceptance of the project. The Conservancy may disburse the five percent that was withheld for a wildfire project upon completion of such wildfire project and compliance with section "IX. PROJECT COMPLETION", and upon the Conservancy's acceptance of the wildfire project.

Hourly rates billed to the Conservancy must be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts.

The Conservancy will reimburse travel and related expenses in accordance with the rates set forth in "SCC Travel Reimbursement Rates for Grants and Contracts," as posted on the Conservancy's website at scc.ca.gov.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.

2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.

3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

VIII. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

IX. PROJECT COMPLETION

At any time after completion of a wildfire project, the grantee may supply the Conservancy with evidence of completion of the wildfire project by submitting a final report for that wildfire project that includes:

1. Documentation of completion of the wildfire project in accordance with the approved project work program, including photographs.

2. All work products specified for the wildfire project in the approved project work program.

3. A fully executed final "Request for Disbursement" form for the wildfire project.

4. If applicable, a list of grant-funded equipment for the wildfire project and the useful life of each item.

5. If applicable, a description of the work completed with the grant-funded equipment.

6. If applicable, appropriate data entered into metric tracking software.

Within thirty days of grantee's compliance with this paragraph, the Conservancy shall determine whether the wildfire project has been satisfactorily completed. If the Conservancy determines that wildfire project has been satisfactorily completed, the Conservancy shall issue to the grantee a letter of acceptance of the wildfire project.

Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report by the final Request for Disbursement date set forth in section "IV. TERM OF AGREEMENT" that includes:

1. A report describing completion of the project according to the approved work program.

2. A fully executed final "Request for Disbursement." A "final Request for Disbursement" means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project and release the withhold amount pursuant to section "VII. COSTS AND DISBURSEMENTS". The project will be deemed complete as of the date of the letter.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

X. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with thirty days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy will be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement and in each agreement with a grant recipient a provision that entitles the grantee to suspend or terminate the agreement with the contractor or grant recipient for any reason on written notice and on the same terms and conditions specified in this section.

XI. INSPECTION

Throughout the term of this agreement, the Conservancy has the right to inspect each wildfire project site to ascertain compliance with this agreement.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

XII. INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. If the grantee is a public entity, this agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this section "XII. INDEMNIFICATION AND HOLD HARMLESS" will survive termination of this agreement.

XIII. INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, contractors, or volunteers associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain required insurance from the effective date through the completion date.

The grantee shall require each grant recipient to procure and maintain insurance consistent with all provisions of this section "XIII. INSURANCE".

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

    a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.

    b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).

    c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

a. General Liability: *(Including operations, products and completed operations, as applicable)*	$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.
b. Automobile Liability:	$1,000,000 per accident for bodily injury and property damage.
c. Worker's Compensation and Employer's Liability:	Worker's compensation as required by law and Employer's Liability of no less than $1,000,000 per accident for bodily injury or disease.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions Concerning the Conservancy and the State of California.

    a. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.

    b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation,

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.

c. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

i. The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.

ii. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.

iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.

6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.

8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

XIV. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to implementation of the project, time and effort reports, and supporting documents that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

The Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees, and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the California State Auditor during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

The obligations in this section "XIV. AUDITS/ACCOUNTING/RECORDS" will survive termination of this agreement.

XV. COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

XVI. NONDISCRIMINATION

During the performance of this agreement, the grantee, its contractors, and its grant recipients shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

XVII. AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XVIII. PREVAILING WAGE

Work done under this grant agreement by grantee or by any grant recipient may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay, and require its

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

grant recipient to pay, prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project.

XIX. DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following:

    a. The dangers of drug abuse in the workplace.
    b. The person's or organization's policy of maintaining a drug-free workplace.
    c. Any available drug counseling, rehabilitation, and employee assistance programs.
    d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

XX. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 ("the EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

XXI. INDEPENDENT CAPACITY

The grantee, and the agents and employees of grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

XXII. ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

XXIII. TIMELINESS

Time is of the essence in this agreement.

XXIV. EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

XXV. AMENDMENT

Except as expressly provided in this agreement, no changes in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

Exhibit 1



Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

EXHIBIT B

Insurance Requirements

Grantee, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and require any contractors funded by the Grant to maintain for the duration of their work, and provide proof thereof that is acceptable to HCRCD, the following insurance as specified herein.

1. **Insurance Requirements.**

    • Statutory Worker's Compensation Insurance and Employer's Liability Insurance coverage: $1,000,000 (Minimum per each accident for injury or death)
    • Commercial General Liability Insurance: $2,000,000 (Minimum per occurrence), $2,000,000 or 4,000,000 Aggregate (see Section 3, below)

2. **Workers' Compensation.** Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Grantee shall be provided as required by the state(s) in which the Project work is being done. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of HCRCD for all work performed by Grantee, its employees, agents, and subcontractors.

3. **Commercial General Liability**. Grantee, at Grantee's own cost and expense, shall maintain Commercial General Liability ("CGL") insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Insurance Requirements document, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001. No endorsement shall be attached limiting the coverage.

    a. HCRCD and its directors, officers, employees, agents, and volunteers are to be covered as additional insured on Grantee's CGL policy. The coverage shall contain no special limitations on the scope of protection afforded to HCRCD, and its directors, officers, employees, agents, or volunteers.

    b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.

    c. An endorsement must state that coverage is primary insurance and that no other insurance affected by HCRCD will be called upon to contribute to a loss under the coverage.

Docusign Envelope ID: F0971C57-DF5F-43E9-A1CC-BFED8AD7B38B

d. Any failure of Grantee to comply with reporting provisions of the policy shall not affect coverage provided to HCRCD and its directors, officers, employees, agents, and volunteers.

e. Insurance is to be placed with insurers with an A.M. Best rating of A:VII or greater.

4. **Notice of Reduction in Coverage.** In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Grantee shall provide written notice to HCRCD at Grantee's earliest possible opportunity and in no case later than thirty (30) days prior to the change in coverage.

5. **Higher Insurance Limits.** If Grantee maintains broader coverage and/or higher limits than the minimums shown above, HCRCD shall be entitled to coverage for the higher insurance limits maintained by Grantee.

EXHIBIT "F"

USDA GRANT AGREEMENT

(ATTACH AGREEMENT)

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11052021-230
Between
NAPA COUNTY RESOURCE CONSERVATION DISTRICT
And The
USDA, FOREST SERVICE
REGION 5
STATE & PRIVATE FORESTRY

Project Title: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration

Upon execution of this document, an award to Napa County Resource Conservation District, hereinafter referred to as "NCRCD," in the amount of **$1,560,761.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended,16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727 IRA Urban & Community Forestry. Napa County Resource Conservation District accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated January 31, 2024, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1 , which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

As addressed in Provision E and F, the financial status and performance reports are due on a semi-annual basis for the periods ending June 30 and December 31. The final performance report is to be submitted no later than 120 days from the expiration date of the grant. The first reports will be due July 30, 2024, for the period ending June 30, 2024.

Send the financial status reports to Kathryn Williams at the address on page 2, and the performance reports to Alicia Sanchez-Scott at the address on page 2 of this award and as shown in the narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at (707) 980-3927.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. NCRCD shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Alison Blodorn Principal Program Manager, Forest Health 1303 Jefferson StreetSuite 500B Napa, CA 94559 Telephone: 707-690-3115 Email: alison@naparcd.org	Alison Blodorn Principal Program Manager, Forest Health 1303 Jefferson StreetSuite 500B Napa, CA 94559 Telephone: 707-690-3115 Email: alison@naparcd.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Alicia Sanchez-Scott Urban & Community Forestry Assistant Program Manager State & Private Forestry 1323 Club Drive Vallejo, CA 94592 Cell: 805-450-8369 Email: alicia.sanchezscott@usda.gov	Kathryn Williams Program Specialist USDA Forest Service State & Private Forestry 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 980-3927 Email: kathryn.williams2@usda.gov

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). NCRCD shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCES AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advances and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: USDA Forester Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	

E. ELECTION OF DE MINIMIS INDIRECT RATE. NCRCD has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as NCRCD chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.

F. PRIOR WRITTEN APPROVAL. NCRCD shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 45 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs will not be allowed except on a case-by-case basis through WO program approval at the WO level. Regional awards may make that decision at the regional level for awards at that level on a case-by-case basis.

The end date, or expiration date is **03/15/2029**. This instrument may be extended by a properly executed modification. *See Modification Provision above*.

I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

4/9/2024

LUCAS PATZEK, Executive Director — Date
Napa County Resource Conservation District

SHERRY HAZELHURST, Director — Date
USDA Forest Service, State & Private Forestry,
Region 5

The authority and the format of this award have been reviewed and approved for signature.

JASON BUCKNER Digitally signed by JASON BUCKNER Date: 2024.04.08 15:00:07 -05'00'

JASON BUCKNER — Date
Forest Service Supervisory Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, NCRCD a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT**.** The United States shall not be liable to NCRCD for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by NCRCD or any third party.

C. NOTICES. Any notice given by the Forest Service or NCRCD will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To NCRCD, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30 and December 31. The final SF-425 (and SF-425A,

if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at https://www.grants.gov/web/grants/forms.html.

F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

NCRCD shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with NCRCD's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.

G. NOTIFICATION. NCRCD shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for NCRCD to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify NCRCD when permission is granted.

J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of NCRCD's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. NCRCD is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

NCRCD may call on Forest Service's Office of Communication for advice regarding public notices. NCRCD is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. NCRCD shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

M. COPYRIGHTING. NCRCD is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by NCRCD under this award.
- Any right of copyright to which NCRCD purchase(s) ownership with any federal contributions.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NCRCD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers

the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o
(2) Fax: (833) 256-1665 or (202) 690-7442; or
(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider."***

O. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

P. AWARD CLOSEOUT. NCRCD must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to NCRCD must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR

200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

R. DEBARMENT AND SUSPENSION. NCRCD shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should NCRCD or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.

U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001 which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide public access policy implemented in Departmental Regulation 1020-006 which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from 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 material 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 agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at USDA Buy America Waivers for Federal Financial Assistance | USDA.

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

(viii) 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.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

   a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      (2) Procure a commercial sex act during the period of time that the award is in effect; or
      (3) Use forced labor in the performance of the award or subawards under the award.

   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
         i. Associated with performance under this award; or
         ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),''.

2. Provision applicable to a Recipient other than a private entity. We as the Federal

awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
   (1) Associated with performance under this award; or
   (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),''

3. Provisions applicable to any recipient.
   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
   c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:
   a. ''Employee'' means either:
      (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   b. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   c. ''Private entity'':
      (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
      (2) Includes:
         i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
         ii. A for-profit organization.
   d. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and

''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. NCRCD agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
   a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
   b. Specify the actions NCRCD will take against employees for violating that prohibition; and
   c. Let each employee know that, as a condition of employment under any award, the employee:

      (1) Shall abide by the terms of the statement, and
      (2) Shall notify NCRCD in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. NCRCD agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The established policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. NCRCD agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after NCRCD learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, NCRCD must either
   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
   b. Require the employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
   a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
   b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. NCRCD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). NCRCD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving

any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

(1) procure or obtain, extend or renew a contract to procure or obtain;
(2) enter into a contract (or extend or renew a contract) to procure; or
(3) obtain the equipment, services or systems.

FF. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the ‘‘Davis-Bacon Act’’).

GG. INVESTING IN AMERICA SIGNAGE. For any Bipartisan Infrastructure Law or Inflation Reduction Act funded public construction project in the amount of $250,000 or more, the Cooperator shall visibly post clear and prominent signs acknowledging the source of funding. See Office of Management and Budget Memorandum CA-23-6.

For any construction project less than $250,000 or a non-construction project, the Cooperator is encouraged to display a poster or utilize other appropriate Investing in

America media. Specific sign and poster design criteria may be found in the USDA Style Guide. Production costs of Investing in America signs shall be reasonable. To maintain reasonable costs, the Cooperator is encouraged to use recycled or recovered materials when producing signs. In the event production of such signs and/or posters will result in unreasonable costs, expenses or burden to the Cooperator, production will not be required, and the Forest Service should be notified.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*
   1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
   2. *Where and when to report.*
      i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
      ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
   3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*
   1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
      i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;
      ii. in the preceding fiscal year, you received—
         (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
         (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
      iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
   2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
      i. As part of your registration profile at *https://www.sam.gov.*
      ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*
   1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—
   (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Subawards, and
   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization; and,
   iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward:*
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights,* in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: https://www.usda.gov/oig/hotline. For additional information, they may also visit the WPC's webpage at: https://www.usda.gov/oig/wpc or they may directly contact the WPC at OIGWPC@oig.usda.gov.

ATTACHMENT D: SUPPLIMENTAL PROVISIONS

JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator shall consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

EXHIBIT "G"

FEDERAL PROVISIONS

1. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and 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). The Contractor agrees to report any violation to Napa RCD immediately upon discovery. Napa RCD assumes responsibility for notifying the Environmental Protection Agency (EPA) and the United States Department of Agriculture ("USDA"). Contractor must include this requirement in all subcontracts that exceed $150,000.

2. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1.Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, 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.

2.Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (1)of this clause, in the sum of $29 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 (1) of this clause.

3.Withholding for Unpaid Wages and Liquidated Damages. The USDA or Napa RCD 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 (2) of this clause.

4.Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

3. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT

The Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

4. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

Contractor, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Contractor will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.

2.Collecting a certification statement similar to the Certification of Consultant Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract. If the United States Department of Agriculture (USDA) later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the USDA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

6. CERTIFICATION REGARDING LOBBYING

Contractor certifies by signing and submitting this Agreement, 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 Contractor, 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352. 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.

7. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1)The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2)The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a)Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b)Fails to meet reasonable contract performance requirements; or

c)Is only available at an unreasonable price.

8. RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Napa RCD in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

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.

Financial Snapshot

The FY2026-27 Budget, as amended through proposed Amendment No. 2, projects total revenues of $7,702,306 and total expenses of $7,403,481, resulting in a projected addition to fund balance of $298,824. This represents a responsible budget that maintains the District's financial stability while supporting a robust program of work.

Projected revenues by major category are as follows:

- Taxes and Interest: $542,426 (7% of total revenues)
- Intergovernmental Revenues: $5,745,830 (75% of total revenues)
- Other Revenues: $1,414,050 (18% of total revenues)

Projected expenses by major category are as follows:

- Salaries and Employee Benefits: $2,796,697 (38% of total expenses)
- Services: $4,085,513 (55% of total expenses)
- Supplies and Other: $521,272 (7% of total expenses)

The amended budget continues to reflect a significant reduction in total revenues and expenses compared to the FY2025-26 Adopted Budget ($10,461,297 and $10,522,707 respectively). The primary driver of this reduction is a change in how the California Department of Conservation's Regional Forest and Fire Capacity (RFFC) Program is administered. In FY2025-26, the District received and passed through a large advance payment to neighboring county organizations, which was reflected on both the revenue and expense sides of the budget. While the District is again receiving an RFFC advance in FY2026-27, it is substantially smaller and is recorded separately as an intrafund transfer (see Revenue Note 13). Two additional factors contributed to the year-over-year reduction: the District is completing the grant terms for several important awards this fiscal year, including the CDFA Conservation Agriculture Planning Grants Program (CAPGP), which will not carry forward into FY2026-27; and federal revenues and expenses in FY2025-26 were significantly influenced by major construction costs associated with the Sulphur Creek Fish Passage Improvement Project, costs that were unique to that year and will not recur.

Proposed Amendment No. 2 increases total revenues by $191,255 (2.5%) and total expenses by $173,815 (2.4%), increasing the projected addition to fund balance by $17,440. These increases reflect additional project work now anticipated during the fiscal year, particularly within the District's forest health and wildfire resilience program. On the revenue side, the District anticipates higher invoicing levels on specific existing grants, most notably federal awards (+$132,500), the RFFC block grant (+$13,000 net across DOC reimbursements and the DOC advance), and other state agency agreements (+$23,400). On the expense side, the additional work is supported by an increase in staff headcount (+$34,519 in salaries and employee benefits), expanded professional services for project implementation (+$113,000), and additional field equipment (+$20,000), along with modest related increases in insurance, equipment rental, and advertising.

Budget Overview and Key Assumptions

The revenue projections in this budget reflect a combination of executed contracts, approved grants not yet under contract, and pending grant applications with a high likelihood of funding. While it is unlikely that all outstanding applications will be awarded, additional proposals are expected to be submitted throughout the fiscal year. The budget has been amended twice: in July 2026 to reclassify the RFFC advance and fund vehicle purchases, and in November 2026 to reflect additional anticipated project work, particularly in forest health and wildfire resilience. Further amendments are likely as funding levels are confirmed or updated.

Estimated revenue by source is as follows: state funding is projected to account for 28% of total revenues, federal funding 25%, local and regional governmental sources 26%, and all other sources 21%. Federal funding is primarily driven by three major awards: a NOAA grant supporting the Napa River Watershed Fish Passage Restoration Program, a U.S. Forest Service grant for urban and community forestry projects, and a National Association of Conservation Districts (NACD) Technical Assistance grant funded through USDA-NRCS. None of the District's federal awards are currently frozen or canceled; however, the District is approaching additional federal funding opportunities cautiously given the current national funding environment. State funding remains a strong and diverse revenue base, supported by active relationships with the California Department of Food and Agriculture, the California Department of Conservation, CAL FIRE, the Wildlife Conservation Board, the State Coastal Conservancy, and the California Air Resources Board. While state budgetary pressures warrant ongoing monitoring, the District's state-funded portfolio reflects a healthy mix of active contracts and promising pending awards across its core program areas. Agreements with local governments remain key sources of support for community-based conservation work, including the Joint Powers Agreement with Napa County, a contract with the Flood Control District, and contracts with the cities of Napa and St. Helena. Donations and foundation grants are budgeted conservatively, reflecting the District's ongoing efforts to test and refine approaches to donor engagement and philanthropic outreach. Fee-for-service revenue is similarly budgeted at a modest level, though donations, foundation grants, and fee-for-service opportunities together represent prime targets for funding diversification in the coming year.

Approximately 78% of all expenses are expected to be directly billable to projects. Several key trends are shaping the expense profile for the fiscal year:

- **Inflationary Pressures.** The budget reflects significantly higher estimates across a range of expense categories in response to continued inflationary pressures, including fuel, computer equipment, and project materials. While the full extent of these impacts is difficult to predict, the budget has been conservatively adjusted to account for anticipated cost increases.
- **Staffing.** The District began the fiscal year two positions below its budgeted staffing level. Since then, it has hired two Forestry Project Managers to support expanded forest health

and wildfire resilience project work, and it is recruiting a Community Engagement Coordinator. Together, these positions result in a net increase of one staff member over the originally budgeted headcount. The District is also evaluating the need for additional administrative support to keep pace with growing program and grant management demands.

- **Consulting Services.** There remains significant demand for project-specific consulting services, particularly for specialized work the District cannot fully maintain in-house. Key areas include restoration and forest management planning, engineering and environmental compliance, Regional Priority Plan development and supporting platform, and vegetation management. As the District continues to lead more on-the-ground restoration, monitoring, and stewardship work directly, specialized and licensed consultants will remain an important complement to in-house capacity. Amendment No. 2 increases professional services to support additional forest health and wildfire resilience project implementation.
- **Pass-Through Funding**. The District will continue to administer increased pass-through funding to public agency and nonprofit partners, particularly for regional forestry and agriculture programming in counties beyond the District's primary service area.
- **Organizational Development and Infrastructure.** The budget reflects continued investment in organizational development priorities aimed at strengthening internal systems and long-term capacity. This includes a light remodel of Suite 100B to better accommodate additional staff and interns, two additional vehicles to support expanded field operations, and the evaluation and implementation of new financial and project management systems.

Revenue and Expense Notes

Revenues	
1	**Property Tax:** Assumes a 5% increase in property tax revenue over the FY2026 amount.
2	**California Department of Food & Agriculture (CDFA):** Includes five grant agreements: three currently under contract and active, and two pending award with strong probability of funding. The two largest are a CDFA Water Efficiency Technical Assistance (WETA) grant and a CDFA Weed Management Area (WMA) grant. CDFA funding supports the District's agricultural technical assistance, planning, assessment, outreach, and education programming, including irrigation efficiency and soil health initiatives.
3	**State Coastal Conservancy (SCC):** Includes one award administered regionally through the Humboldt RCD, which passes through funding to the District to support forest health and wildfire resilience activities in Napa County. Funded activities include vegetation management at Westwood Hills Park and capacity-building for the Napa Prescribed Burn Association.

4	**California Department of Conservation (DOC):** Funding consists primarily of a Regional Forest and Fire Capacity (RFFC) Program block grant serving Napa, Lake, Solano, Sonoma, Yolo, and Colusa Counties. The majority of this year's funding will support development of the Regional Priority Plan, in addition to funding for the Napa Prescribed Burn Association, technical assistance, and project planning. Also included is a smaller DOC award supporting the District's contribution to a webinar series on RCD and Land Trust partnerships to implement nature-based solutions for land conservation across California.
5	**Other State Agencies:** Includes seven agreements across three state funding sources: four from CAL FIRE, two from the Wildlife Conservation Board (WCB), and one from the California Air Resources Board (CARB). WCB funding represents the majority of this category (62%), supporting the District's fish passage barrier remediation program. CAL FIRE funding accounts for 18% of the category, much of which supports the North Bay Forest Improvement Program and the City of Napa Community Wildfire Protection Plan. The remaining balance reflects the CARB agreement.
6	**Federal Agencies:** Includes eight agreements across multiple federal funding sources. Six of the eight agreements are currently under contract and active; the two NACD grants are pending award. Approximately 65% of federal revenue is anticipated from a NOAA grant supporting the District's fish passage barrier remediation program. The remaining federal revenue is spread across four additional sources, together accounting for nearly 34% of the total: • US Forest Service: Urban and community forestry project agreement • USDA-NRCS (via Lake RCD and Solano RCD): Technical assistance funding through two National Association of Conservation Districts (NACD) grants supporting the District's forestry and agriculture programs (pending award) • Bureau of Reclamation: WaterSmart grant supporting watershed group formation • USDA Farm Service Agency: Technical assistance for the Emergency Forest Restoration Program, administered through an agreement with the California Association of Resource Conservation Districts (CARCD)
7	**County of Napa:** Includes one Joint Powers Agreement (JPA) with Napa County supporting long-term natural resource management and protection across a broad range of program areas, including groundwater sustainability and watershed health, environmental monitoring, natural resource inventory and assessment, erosion control, forest health, public outreach and education, and data management.
8	**Napa County Flood Control District:** Includes one contract supporting hydrologic monitoring and water quality services, including maintenance of the Regional Rainfall and Stream Monitoring System, stream gauging, hydrologic monitoring and modeling, and support for the Napa Countywide Stormwater Pollution Prevention Program.

9	**Other Governmental Agencies:** Includes eight contracts across six governmental agency partners. The dominant funding source is the San Francisco Bay Restoration Authority (SFBRA), accounting for 81% of category revenue and supporting restoration planning and permitting at Huichica Creek. The City of Napa represents approximately 10% of category revenue through three agreements: • City of Napa Water Division: Water conservation initiatives • City of Napa Parks & Recreation Department: Urban forestry and related conservation efforts • City of Napa: Climate action and education initiatives The remaining contracts account for approximately 9% of category revenue and include agreements with the City of St. Helena, the Napa County Groundwater Sustainability Agency (GSA), the Napa Valley Transit Authority, and the North Bay Watershed Association.
10	**Charges for Services:** The majority of revenue in this category (91%) comes from a mitigation funding agreement supporting the Huichica Creek Riparian and Salt Marsh Restoration Project. The remaining 9% reflects a mix of fee-for-service agreements, including maintenance support for the Carneros and Huichica stream gauges, technical assistance to the Land Trust of Napa County, and compliance services to the Napa Farm Bureau related to vineyard Waste Discharge Requirements (WDR).
11	**Other Grants:** Includes six grant sources, three of which are currently under contract and active and three of which are pending. Two of the three active agreements together account for 74% of category revenue and are both with Blue Forest, supporting development of a Napa County-focused prioritization platform to help project planners and implementers identify where forest and ecosystem restoration projects will best meet conservation priorities. The remaining four grant sources represent foundation funders that have historically supported the District's work, three of which are pending award.
12	**Donations and Contributions:** Includes revenue from individual donations, event contributions, and GiveGuide participation. The District has set a donor engagement goal of $150,000 for the fiscal year.
13	**Intrafund Transfers-In:** This category represents an advance from the California Department of Conservation (DOC) for the Regional Forest and Fire Capacity (RFFC) Program block grant. The District accounts for this advance separately from grant reimbursements, so it appears in this category rather than under Other State Agencies.

Expenses

1	**Salaries and Employee Benefits:** Reflects compensation and benefits for the District's current 18 staff, with capacity for additional staffing growth during the fiscal year. The appropriate level of growth remains under analysis and will be evaluated as the year progresses. The salary schedule includes a 2.5% cost-of-living adjustment based on the 12-month SF Bay Area Consumer Price Index (CPI). The District is maintaining its current Kaiser medical plan and Principal dental, life, and long-term disability (LTD) plans, administered through Arrow Benefits, as well as its CalPERS pension obligation.
2	**Administration Services:** Includes consultant support for recruitment and on-call human resources (HR) services.
3	**Accounting and Auditing Services:** Includes fees for Napa County Auditor-Controller Office support, annual and federal audits, and on-call accounting services. Also includes consultant support for developing an indirect cost rate (ICR) proposal and budget forecasting.

4	**IT Services:** Approximately 80% of budgeted IT expenses reflect ongoing services provided by two vendors: Napa County ITS, which operates the District's financial and payroll systems, and EndSight, a third-party provider of network and business computer support services. The remaining IT expenses primarily reflect consultant costs to support the evaluation and implementation of new financial and project management system(s).
5	**Legal Services:** Covers legal services provided by County Counsel or outside legal counsel as needed. Costs are anticipated to be lower than in recent years, reflecting a reduced need to navigate complex legal aspects of large grant agreements, subcontracts, and bidding processes.
6	**Construction Services:** The District plans to undertake a light remodel of Suite 100B with the goals of accommodating up to three additional workspaces, achieving fire code compliance through the addition of a secondary suite exit, and enhancing the kitchen area. Total remodel costs are distributed across multiple expense categories and are anticipated to total $65,000.
7	**Other Professional Services:** Approximately 3% of budgeted costs in this category are non-billable to projects and cover communications, graphic design, website improvements, interior design, and other specialized services. The remaining 97% supports project-specific professional services, with the largest expenditures attributed to fish passage barrier remediation engineering and environmental compliance, Huichica Creek and Suscol Creek restoration planning and permitting, forest management planning and environmental compliance, Regional Priority Plan development including a supporting platform, and vegetation management.
8	**Rents and Leases:** Includes the District's office space at 1303 Jefferson Street (Suites 100B, 110B, and 700B) and a storage unit. Also includes event space rental for the Watershed Symposium and other educational events.
9	**Insurance Premiums:** Coverage is provided through the Special District Risk Management Authority (SDRMA). Premiums have increased over time reflecting both staffing growth and broader inflationary pressures.
10	**Training and Conference Expenses:** Training costs are funded through a combination of District general funds and grant sources. Budgeted activities include individual staff professional development as identified through the annual goal-setting process, participation in the California Association of Resource Conservation Districts (CARCD) Annual Conference, a leadership development program, and targeted all-staff trainings addressing critical organizational needs.
11	**Memberships and Certifications:** Includes annual membership dues for professional and industry associations, including the California Association of Resource Conservation Districts (CARCD), National Association of Conservation Districts (NACD), California Special Districts Association (CSDA), American Fisheries Society, Napa Valley Grapegrowers, and Napa County Farm Bureau. Also includes professional licensing and certification costs for applicable staff, such as Certified Professional in Erosion and Sediment Control (CPESC) and Certified Crop Adviser (CCA) credentials.
12	**Clothing and Personal Supplies:** Includes a $300 per-staff allowance for work-related clothing and footwear, as well as a budget for District-branded apparel such as hats and shirts.

13	**Contributions (Public Agencies):** Includes subcontracts with partner Resource Conservation Districts - Colusa, Lake, Solano, Sonoma, and Yolo RCDs - to deliver Regional Forest and Fire Capacity (RFFC) Program block grant activities in their respective counties. Also includes subcontracts with Sonoma, Dixon, Lake, and Solano RCDs for irrigation efficiency services under the CDFA Water Efficiency Technical Assistance (WETA) grant.
14	**Community Grants (Non-Profits):** Includes subcontracts with nonprofit organizations supporting the Regional Forest and Fire Capacity (RFFC) Program block grant. Also includes small awards to local nonprofit partners assisting with District projects, as well as educational awards for Teen Conservation Interns, teacher stipends, and youth scholarships.
15	**Equipment:** Includes two additional vehicles to support increased field operations. Vehicle demand has grown significantly in recent years as field work has expanded across the District's programs. Also includes project field equipment.

NAPA COUNTY RESOURCE CONSERVATION DISTRICT

Proposed Amendment Number 2

Presented at the District's November 16, 2026 Special Board Meeting

Annual Budget — Fiscal Year 2026-27

Annual budget adopted at the District's June 11, 2026 Regular Board Meeting
Amendment No. 1 adopted at the District's July 16, 2026 Special Board Meeting

	REVENUES				
	Description	Account	Adopted FY2027 Amendment No. 1 Budget	Proposed $ Change to Adopted Budget	Proposed Amendment No. 2
	TAXES AND INTEREST				
1	Property Tax	41100	$ 520,426	$ -	$ 520,426
	Interest	45100	$ 20,000	$ -	$ 20,000
	Dividends / Rebates	45200	$ 2,000	$ -	$ 2,000
	TOTAL TAXES AND INTEREST		**$ 542,426**	**$ -**	**$ 542,426**
	INTERGOVERNMENTAL REVENUES				
2	State: Agriculture	43300	$ 168,700	$ -	$ 168,700
3	State: Coastal Conservancy	43410	$ 207,250	$ 5,000	$ 212,250
4	State: Dept. of Conservation	43420	$ 432,772	$ (36,400)	$ 396,372
5	State: Other	43790	$ 972,388	$ 23,400	$ 995,788
6	Federal: Other	43890	$ 1,825,850	$ 132,500	$ 1,958,350
7	County of Napa	43910	$ 635,361	$ -	$ 635,361
8	Napa County Flood Control District	43915	$ 233,080	$ -	$ 233,080
9	Other Governmental Agencies	43950	$ 1,134,429	$ 11,500	$ 1,145,929
	TOTAL INTERGOVERNMENTAL		**$ 5,609,830**	**$ 136,000**	**$ 5,745,830**
	OTHER REVENUES				
10	Charges for Services	46800	$ 501,895	$ 5,855	$ 507,750
11	Other Grants	47150	$ 367,600	$ -	$ 367,600
12	Donations/Contributions	47500	$ 193,500	$ -	$ 193,500
13	Intrafund Transfers-In	49900	$ 295,800	$ 49,400	$ 345,200
	TOTAL OTHER REVENUES		**$ 1,358,795**	**$ 55,255**	**$ 1,414,050**
	TOTAL REVENUE		**$ 7,511,051**		**$ 7,702,306**

	EXPENSES				
	Description	Account	Adopted FY2027 Amendment No. 1 Budget	Proposed $ Change to Adopted Budget	Proposed Amendment No. 2
1	**SALARIES & EMPLOYEE BENEFITS**				
	Salaries and wages	51100	$ 2,155,722	$ 33,316	$ 2,189,038
	Extra help	51110	$ -	$ -	$ -
	Cell Phone Allowance	51205	$ 6,840	$ 720	$ 7,560
	Medicare	51300	$ 31,258	$ 483	$ 31,741
	Employee Insurance: Medical	51400	$ 246,000	$ -	$ 246,000
	Workers Compensation	51405	$ 20,038	$ -	$ 20,038
	Unemployment Comp: Insurance	51410	$ 5,320	$ -	$ 5,320

	Retirement	51600	$ 297,000	$ -	$ 297,000
	TOTAL SALARIES AND BENEFITS		**$ 2,762,178**	**$ 34,519**	**$ 2,796,697**
	SERVICES				
2	Administration Services	52100	$ 53,000	$ -	$ 53,000
	Property Tax/Assessment Admin	52115	$ 6,000	$ -	$ 6,000
	Agricultural Services	52120	$ -	$ -	$ -
3	Accounting/Auditing Services	52125	$ 63,500	$ -	$ 63,500
4	IT Services	52130	$ 87,000	$ -	$ 87,000
5	Legal Services	52140	$ 27,000	$ -	$ 27,000
	Lobbyist Services	52160	$ 500	$ -	$ 500
6	Construction Services	52360	$ 25,000	$ -	$ 25,000
7	Other Professional Services	52490	$ 3,399,215	$ 113,000	$ 3,512,215
	Maintenance: Vehicles	52520	$ 15,000	$ -	$ 15,000
	Rents and Leases: Equipment	52600	$ 5,800	$ 1,000	$ 6,800
8	Rents and Leases: Buildings/Land	52605	$ 113,422	$ -	$ 113,422
9	Insurance: Premiums	52705	$ 57,382	$ 4,581	$ 61,963
	Communications/Telephone	52800	$ 2,000	$ -	$ 2,000
	Advertising/Marketing	52810	$ 2,050	$ 715	$ 2,765
	Printing & Binding	52820	$ 5,000	$ -	$ 5,000
	Publications & Legal Notices	52830	$ 1,000	$ -	$ 1,000
	Filing Fees	52835	$ 500	$ -	$ 500
	Permits/License Fees	52840	$ 16,125	$ -	$ 16,125
10	Training/Conference Expenses	52900	$ 62,600	$ -	$ 62,600
	Business Travel/Mileage	52905	$ 24,123	$ -	$ 24,123
	TOTAL SERVICES		**$ 3,966,217**	**$ 119,296**	**$ 4,085,513**
	SUPPLIES & OTHER				
	Office Supplies	53100	$ 4,000	$ -	$ 4,000
	Office Supplies: Furniture/Fixtures	53105	$ 10,000	$ -	$ 10,000
	Freight/Postage	53110	$ 1,000	$ -	$ 1,000
	Books/Media/Subscriptions	53115	$ 800	$ -	$ 800
11	Memberships/Certifications	53120	$ 18,000	$ -	$ 18,000
	Fuel	53250	$ 8,000	$ -	$ 8,000
12	Clothing and Personal Supplies	53300	$ 11,000	$ -	$ 11,000
	Safety Supplies	53320	$ 600	$ -	$ 600
	Landscaping/Agriculture Supplies	53325	$ 5,000	$ -	$ 5,000
	Construction Supplies/Materials	53345	$ 20,000	$ -	$ 20,000
	Minor Equipment/Small Tools	53400	$ 9,500	$ -	$ 9,500
	Computer: Equipment/Accessories	53410	$ 10,000	$ -	$ 10,000
	Computer: Software/Licensing Fees	53415	$ 29,000	$ -	$ 29,000
	Special Department Expense	53600	$ 71,752	$ -	$ 71,752
	Business Related Meals/Supplies	53650	$ 12,000	$ -	$ 12,000
	Taxes and Assessments	54500	$ 20	$ -	$ 20
	Depreciation Expense	54600	$ -	$ -	$ -
13	Contributions (Public Agencies)	54800	$ 125,000	$ -	$ 125,000
14	Community Grants (Non-Profits)	54805	$ 100,600	$ -	$ 100,600

	Buildings and Improvements	55300	$ -	$ -	$ -
15	Equipment	55400	$ 65,000	$ 20,000	$ 85,000
TOTAL SUPPLIES & OTHER			**$ 501,272**	**$ 20,000**	**$ 521,272**
TOTAL EXPENSES			**$ 7,229,667**		**$ 7,403,481**

	Adopted FY2027 Amendment No. 1 Budget	Proposed $ Change to Adopted Budget	Proposed Amendment No. 2
Total Revenues:	**$ 7,511,051**	**$ 191,255**	**$ 7,702,306**
Total Expenses:	**$ 7,229,667**	**$ 173,815**	**$ 7,403,481**
Net Surplus/(Deficit)	**$ 281,384**	**$ 17,440**	**$ 298,824**

Napa County Resource Conservation District
1303 Jefferson St., Ste. 500B, Napa, California 94559
(707) 690-3110, NapaRCD.org

Subject:	Resolution No. 2026-3 Requesting Appointment of Directors in Lieu of Election; Upcoming Director Vacancies and Appointment Timeline
To:	Board of Directors, Napa County Resource Conservation District
From:	Lucas Patzek, Executive Director
Date:	November 16, 2026

Staff Recommendation

Adopt Resolution No. 2026-3, requesting that the Napa County Board of Supervisors appoint Directors in lieu of election pursuant to Public Resources Code section 9314(b), and direct the Executive Director to transmit certified copies to the Clerk of the Board of Supervisors and the Napa County Registrar of Voters.

Background

Terms for Directors Gretchen Stranzl McCann, Jim Lincoln, and Bruce Barge expire at noon on Friday, November 27, 2026. The District has long filled Director seats by appointment by the Napa County Board of Supervisors in lieu of election by adoption of a resolution pursuant to Public Resources Code Section 9314(b)(2). While the Board of Directors has historically adopted a new resolution each time terms expire, Section 9314(b)(2) permits the Board of Directors to adopt a resolution requesting appointments by the Board of Supervisors in lieu of election that remains in effect until rescinded by the Board of Directors or by a petition of District voters. Resolution No. 2026-3 takes advantage of this: it applies to the 2026 terms and to all future expiring terms and new positions, so the Board will not need to adopt a new resolution every two years. The Board may rescind it at any time.

Under section 9314(a), the expiration of a Director term does not create a vacancy. All three Directors will continue to serve until a successor is appointed and qualified. Incumbents who wish to continue serving must submit a County application during the application period, the same as any other applicant.

Staff will issue the public notice of vacancy, the media release, and the County's consultation letter to the Solano County Board following the Board's adoption of the resolution. Staff is coordinating the timing of these steps with the Clerk of the Board of Supervisors.

This item does not include recommendations on appointees. The Board will consider recommendations at a later meeting, after the application period closes.

Appointment Process and Timeline

Dates after November 16 are approximate and will be confirmed with the Clerk of the Board.

Date	Step
November 16, 2026	Board considers Resolution No. 2026-3.
Shortly after adoption	Executive Director delivers a certified copy of the resolution to the Clerk of the Board of Supervisors and a copy to the Napa County Registrar of Voters, as required by section 9314(b)(1).
November 27, 2026 (noon)	Three Director terms expire. Incumbents continue to serve until successors qualify.
Date set by the Clerk of the Board	County opens the application portal. On the same day, Napa County sends its consultation letter to the Solano County Board of Supervisors, the District issues its media release, and the vacancy notice is posted by the County, at the District office and website, and with the cities and town in the county.
About 30 days after opening	Application period closes, adjusted around County holiday closures.
After the application period	County reviews applications for eligibility and forwards qualified applications to the District.
Next regular Board meeting	Board reviews applications and makes appointment recommendations by minute action, which the Executive Director forwards to the County.
By about January 26, 2027	Board of Supervisors makes the appointments. Under section 9314(b)(4), if it has not interviewed candidates or made appointments within 60 days after the terms expire, the Board of Directors may make them.
November 29, 2030 (noon)	New terms expire.

Fiscal Impact

None. Appointment in lieu of election avoids the cost of an election, which the District would otherwise bear. Staff time for outreach is within the existing budget.

Attachment: Resolution No. 2026-3

Napa County Resource Conservation District
1303 Jefferson St., Ste. 500B, Napa, California 94559
(707) 690-3110, NapaRCD.org

November 16, 2026 **RESOLUTION NO. 2026-3**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAPA COUNTY RESOURCE CONSERVATION DISTRICT REQUESTING THAT THE NAPA COUNTY BOARD OF SUPERVISORS APPOINT DIRECTORS TO THE GOVERNING BOARD IN LIEU OF ELECTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 9314(b)

WHEREAS, the Napa County Resource Conservation District ("District") is an independent special district organized under Division 9 of the California Public Resources Code and governed by a seven-member Board of Directors, with Directors serving staggered four-year terms pursuant to Public Resources Code section 9314(a); and

WHEREAS, Director terms expire at noon on the last Friday in November of even-numbered years, such that the terms of several Directors expire every two years, and pursuant to Public Resources Code section 9314(a), the expiration of a Director's term does not constitute a vacancy, and the Director continues to hold office until a successor has qualified; and

WHEREAS, Public Resources Code section 9314(b)(1) provides that, as an alternative to the election of directors, the Board of Directors may, by resolution presented to the board of supervisors of the principal county, request that the board of supervisors appoint directors, and that, if directors are to be appointed, a notice of election shall not be published but a notice of vacancy shall be posted pursuant to Government Code section 54974; and

WHEREAS, Public Resources Code section 9314(b)(2) provides that such a resolution remains in effect until rescinded by the Board of Directors or until a petition requesting the rescission is received by the elections official; and

WHEREAS, Napa County is the principal county of the District, and a small portion of the District lies within Solano County, such that Public Resources Code section 9314(b)(1) requires the Napa County Board of Supervisors to consult with the Solano County Board of Supervisors before making appointments; and

WHEREAS, pursuant to Public Resources Code section 9316, a vacancy in the office of a Director appointed pursuant to section 9314 is filled by appointment of the Napa County Board of Supervisors for the unexpired term, and pursuant to section 9301(b), any new Director positions are filled in the same manner; and

WHEREAS, Public Resources Code section 9314(b)(4) provides that if the Board of Supervisors does not conduct interviews of potential candidates or make an appointment within 60 days after the expiration of a term, the Board of Directors may make the appointment; and

Napa County Resource Conservation District
1303 Jefferson St., Ste. 500B, Napa, California 94559
(707) 690-3110, NapaRCD.org

WHEREAS, when Director terms expire, the Board of Directors adopts a new resolution pursuant to Section 9214(b) requesting that the Napa County Board of Supervisors appoint Directors in lieu of election; and

WHEREAS, the District's limited resources are better directed to its conservation programs than to the cost of conducting public elections; and

WHEREAS, the term of three Directors will expire at noon on November 27, 2026; and

WHEREAS, the District desires to streamline the appointment process by requesting the Board of Supervisors under Public Resources Code section 9314(b) to appoint Directors for all future expiring terms, including the three terms that expire at noon on November 27, 2026 and any new positions established pursuant to Public Resources Code Section 9301, until such time as this Resolution is rescinded; and

WHEREAS, the District will continue to support the Napa County Board of Supervisors in soliciting recommendations from within the District and appointing qualified applicants with a demonstrated interest in soil and water conservation, as contemplated by Public Resources Code section 9314(c).

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

1. The Board of Directors hereby requests that the Napa County Board of Supervisors appoint, in lieu of a public election, all Directors of the District permitted to be appointed pursuant to Public Resources Code sections 9301(b) and 9314(b).
2. The Board of Directors hereby directs the Executive Director or designee to assist the Napa County Executive Office with the appointment process, including posting the notice required pursuant to Government Code section 54974, soliciting applications from within the District and forwarding to the County any appointment recommendations approved by minute action of the Board of Directors.
3. The Board of Directors hereby directs the Executive Director to present a certified copy of this Resolution to the Clerk of the Napa County Board of Supervisors and, at the same time, to furnish a copy to the Napa County Registrar of Voters as the official responsible for conducting District elections, as required by Public Resources Code section 9314(b)(1).
4. This Resolution shall take effect immediately upon its adoption and shall remain in effect until rescinded by action of the Board of Directors or by a valid petition received by the elections official pursuant to Public Resources Code section 9314(b)(2).

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa County Resource Conservation District at its regular meeting held on the 16th day of November 2026, by the following vote:

Napa County Resource Conservation District
1303 Jefferson St., Ste. 500B, Napa, California 94559
(707) 690-3110, NapaRCD.org

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
SIGNED:	
	BRUCE BARGE, President Board of Directors