



Lake County Resource Conservation District
889 Lakeport Blvd. – Lakeport, CA 95453
Phone (707) 263 4180
E-mail info@lakercd.org

Harry Lyons
President

BOARD MEETING MINUTES OF
December 12, 2023

CALL MEETING TO ORDER

CALL MEETING TO ORDER – President Harry Lyons calls the meeting to order at 9:04 a.m. Alma de Paredes will take the Minutes.

Directors Present: Jim Bridges, Randy Krag, Kate Schmidt-Hopper, Harry Lyons, Shula Shoup, Merry Jo Velasquez

Directors Absent: None

Others Present: Alma de Paredes, Laurie Hutchison, Erica Lundquist (NRCS), Megan McCleur (JAIDE), Kristen Murphy (JAIDE), Lawrence Ray, Kevin Soland, Wren Ward

3. CONSENT CALENDAR: ACTION - APPROVE MINUTES of November 14th & 21st 2023 MEETINGS; ACCEPT MONTHLY FINANCIAL REPORT; APPROVE AND PAY BILLS. Note: any item may be pulled from the consent calendar if requested by a director or member of the public.

Motion to Approve Minutes and Pay Bills: Merry Jo Fernandez **Seconded:** Kate Schmidt - Hopper

Aye: Unanimous

Nays: None

Absent: None

Abstained: None

Motion to Accept Monthly Financials: Merry Jo Fernandez **Seconded:** Kate Schmidt-Hopper

Aye: None

Nays: Unanimous

Absent: None

Abstained: None

4. SAFETY MEETING – Critical Safety Behaviors – All have read the handout.

5. DISCUSSION & ACTION

5.1 Discussion of hiring a CPA to set up QuickBooks. Would need to approach TERA as the CPA is their contractor and no contract, subcontract (through TERA) or agreement could be set up until TERA gives their consent. This would allow for the transition from LCRCDD's accounting firm and taking our accounting functions in-house by the end of the fiscal year.

5.2 See above.

5.3 Discussion regarding the signing of the NCRCD-WETA contract. Three-year water management project contract with Napa and the FDA.

Motion to Approve Signing WETA Contract: Merry Jo Fernandez **Seconded:** Kate Schmidt-Hopper
Aye: Unanimous
Nays: None
Absent: None
Abstained: None

5.4 Discussion regarding hiring an Ag. Staff Person. The individual would provide agricultural technical assistance in climate-friendly Agriculture TA outreach in Lake County such as symposiums, workshops, peer-to-peer learning opportunities in soil health, carbon farming and other eco-friendly farming techniques targeted to socially disadvantaged farmers. This would be in support of the UC SAREP grant.

6. ONGOING PROJECTS – Roll Call on Annual Projects and Board Hosts.

Recruiting – Kate Schmidt Hopper – Ongoing

Meisenbach Scholarship – Harry Lyons and Kate Schmidt-Hopper – Ongoing

Field Days in the Creek – Kate Schmidt-Hopper and Shula Shoup – Ongoing

Kids in the Creek – Merry Jo Velasquez – No activity until 2024

Trout in the Classroom – Tony Blyleven – No activity until 2024

Invasive Weeds Tour – No meeting has been scheduled.

7. REPORTS/UPDATES

7.1 Lake County Fire Safe Council Report & PG&E Grant - Laurie Hutchison – See attached report - CFSC Presentation to the Board of Supervisors with Kevin Soland was but will be rescheduled.

7.2 Forestry Report & CFSC Defensible Space Grant – Wren Ward/Kevin Soland – Received \$20K in support of the CFSC grant from District 5. Flyers have been posted and ten homes have been cleaned up.

Mendo RCD has a CalFire contract specifically for cone collecting (reforestation) which LCRCO was dropped. Need to confirm that we are still included in the contract. If not, we may need a new contract to guarantee our participation.

7.2 NRCS Report – Erica Lundquist – Not much success in identifying candidates for open positions. The search continues. It was brought to the Board’s attention that Mendocino County hired a Point Blue Biologist who will also be available to assist Lake County.

7.3 Goats Rue Project - Greg Dills – See attached report.

7.4 Caltrans Revegetation Projects - Greg Dills – See attached report.

7.5 Lake County Land Trust Wright Project – Larry Ray – Permit application has been submitted.

7.6 President/Director Reports - None.

8.. NEW BUSINESS – Kristen Murphy of JAIDE spoke on the upcoming grant opportunities available to the LCRCDC.

9. GENERAL DISCUSSION - no action will be taken by the board. None.

10. ADJOURN

Motion to Adjourn: Merry Jo Fernandez **Seconded:** Shula Shoup

Aye: Unanimous

Nays: None

Absent: None

Abstained: None

The meeting was adjourned at 12:25 p.m.

Attachments:

Shoveling Snow

In addition to other safety considerations in the winter months, shoveling snow poses risks. Injuries from slips, sun exposure and working around moving vehicles are all possible, in addition to muscle strains, frostbite and heart attacks. Whether on the job or at home, if you have to clear snow, the following tips may prevent injuries.

Know your limitations:

- **Do not overexert yourself:** Your body is working hard to stay warm, so be careful not to work too hard. Some people are more at risk: smokers, those with a history of heart disease or high blood pressure and those that lead an inactive lifestyle. Check with your doctor if you have any concerns.
- **Look into alternatives:** Snow shoveling can be good exercise, but if you have been inactive or have certain risk factors, consider alternatives to shoveling like using a snow blower or hiring services that are equipped to do this.
- **Use proper lifting techniques:** Use your legs, not your back. Keep the shovel close to your body, and avoid any twisting motion.
- **Handle only what you can lift:** Snow can be heavy! It can sometimes weigh as much as 15 lbs. per cubic ft. Only handle an amount of snow within your capabilities. Use a small shovel to avoid lifting large amounts at one time.
- **Take frequent breaks:** Take a break every 5 or 10 minutes while you're working. Never let your heart rate exceed 85 percent of its maximum. Monitor your heart rate and pace yourself. To estimate your maximum heart rate, subtract your age from 220.
- **Don't ignore chest pain or tightness:** If this kind of ache occurs, assume the worst and call 911.



Before you begin:

- **Drink water:** Typically, people shovel snow in the morning when they're dehydrated. Dehydration is a stress to the heart. Drink a couple glasses of water about thirty minutes before you start. Stay hydrated throughout all work periods.
- **Avoid caffeine and smoking:** Caffeine and nicotine are stimulants which could increase your heart rate and place more stress on your heart.
- **Warm up:** Snow shoveling is vigorous exercise. Walk for a short period of time to warm up. Stretch the muscles in your back, legs, shoulders and arms prior to starting. Warm muscles work more efficiently and are less prone to injury.
- **Dress in layers:** Putting on a heavy coat is often done prior to starting this task. This is potentially dangerous because you may quickly overheat, which can put additional strain

Shoveling Snow

on your heart. Wear a shirt under a sweater, under a light jacket, and strip off layers as you warm up.

- **Slip protection:** Wear anti-slip and supportive shoes, or wear shoe grips attached to the base of the shoes to prevent slips. Be aware of icy areas that may be hidden below the snow layer.
- **Cover your face and hands in extreme cold:** Frostbite can occur easily in sub-zero temperatures, particularly to the extremities.
 - Ensure that your fingertips are fully covered with gloves.
 - Wear layered socks under your boots.
 - Cover your nose and ears.
 - Use sunscreen if the sun is out. Increased reflective exposure from the snow can result in sunburn very quickly.
 - Be aware of wind chill. Wind can carry heat away from your body more quickly and cause skin temperatures to drop.



Shoveling snow can be good exercise if you take the proper precautions.

Shoveling Snow

This form documents that the training specified above was presented to the listed participants. By signing below, each participant acknowledges receiving this training.

Organization: _____ Date: _____

Trainer: _____ Trainer's Signature: _____

Class Participants:

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

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Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____



Laurie Hutchison
Coordinator

Lake County Fire Safe Council

Phone: 707-262-7093

P.O. Box 62, Lakeport, CA 95453-0062

Email: FireSafeLC@yahoo.com

REPORT –Dec. 1, 2023

CoCoAIM Grant Concept Paper accepted, invited to proceed. Working on application submission.

Continued work on PG&E grant w/Kevin, Larry. Completed the 3 projects. Working on reports and invoices for submission.

Continued work on rollout/outreach of Defensible Space grant program with Kevin, Kristen. Work completed on 1 house, videos and photos taken for promoting the program. Creating a list of potential homes, contractors.

Weekly collaborative working meetings with Kristen, Kevin & Wren.

Working with community partners planning for upcoming events.

Continued work on FSC structure options, contract.

Working on updates for website, continuing to promote Fire Safe Lake website (www.firesafelake.org)

Looking for opportunities for future events, partnerships, and grants.

Attending various relevant group meetings.

Public outreach via social media for updates and info on various local fires, pertinent weather, community events, preparedness tips and home hardening ideas.





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Harry Lyons
President

PROJECT MANAGER'S REPORT
November - December 2023 Activities

Goat's rue Project

No activity this reporting period.

Caltrans Middletown Project

Weeding and watering continues. Replanting of the tree took place in the last week of November.

Caltrans Middletown Project – Phase II

Caltrans requested a verification of both the SOW and Budget. An explanation of the budget increases was provided.

Caltrans Hwy 29 Project

Project irrigation continued and has been terminated for the season due to weather and the plants going into dormancy. Replanting took place in the last week of November.

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT
AGREEMENT NO. 2023029**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of November 2023, by and between the NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as "NCRCD," and LAKE COUNTY RESOURCE CONSERVATION DISTRICT, a political subdivision of the State of California, whose business address 889 Lakeport Blvd, Lakeport, CA 95453, hereinafter referred to as "LCRCD."

RECITALS

WHEREAS, NCRCD is authorized by Public Resources Code section 9408 to enter into agreements with federal or state agencies to receive funds, and to enter into agreements to cooperatively expend funds, in furtherance of NCRCD purposes; and

WHEREAS, NCRCD entered into an Agreement (hereinafter referred to as "CDFA Agreement") attached hereto and incorporated by reference herein as Exhibit "A," with the California Department of Food and Agriculture (hereinafter referred to as "CDFA") for the 2023 Water Efficiency Technical Assistance Program for the purpose of providing technical advice and planning services for owners of farms and vineyards in Napa, Sonoma, Solano, and Lake Counties in California to facilitate beneficial irrigation water, nutrient, and soil management, irrigation system performance evaluations, and pump efficiency testing.

WHEREAS, LCRCD is identified as a subrecipient of CDFA Agreement funds for the purpose of providing technical advice and planning services for owners of farmlands in Lake County; and

WHEREAS, LCRCD desires to receive CDFA Agreement funds and provide such services in accordance with requirements specified in the CDFA Agreement and under the terms and conditions set forth herein.

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on November 1, 2023, and shall expire on March 31, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of LCRCD to NCRCD shall also continue after said expiration

date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention).

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

3. Compensation.

(a) Rates. In consideration of LCRCD's fulfillment of the promised work, NCRCD shall pay LCRCD the amount set forth in Exhibit "C," 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/or in accordance with the provisions set forth in Exhibit "C."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FORTY THREE THOUSAND ONE HUNDRED FORTY EIGHT DOLLARS AND THIRTY SIX CENTS (\$43,148.36) 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.

(d) Cost Share Requirement. LCRCD is not required to provide match funding.

4. Method of Payment.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by LCRCD to NCRCD of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, LCRCD'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. LCRCD shall submit invoices not more often than quarterly to the NCRCD Finance Manager (i.e., Sarah Leary, Sarah@NapaRCD.org, 707-690-3110) 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. NCRCD will provide payment to LCRCD no later than 30 days after NCRCD receives payment from CDFA.

(b) Legal status. So that NCRCD may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if LCRCD 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 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 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 LCRCD within the State of California.

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

6. Specific Performance. It is agreed that LCRCD, including the agents or employees of LCRCD, shall be the sole providers of the services required by this Agreement. Because the services to be performed by LCRCD 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 LCRCD.

7. Insurance. LCRCD 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, LCRCD shall provide workers' compensation insurance for the performance of any of LCRCD'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. LCRCD 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 ONE MILLION DOLLARS (\$1,000,000) 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 LCRCD or any officer, agent, or employee of LCRCD 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 LCRCD 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 LCRCD's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

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(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 LCRCD with NCRCD prior to commencement of performance of any of LCRCD'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), above, 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), above, LCRCD 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 LCRCD 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 LCRCD 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, LCRCD 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 LCRCD 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 LCRCD shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, LCRCDD and NCRCD shall each defend, indemnify, and hold harmless each other as well as their respective officers, agents, and employees from any claims, suits, proceedings, loss, or liability, including reasonable attorney's fees, for personal injury (including death), or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or other

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contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records, or communications that are protected under peer review privilege, attorney client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. LCRCDD accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of LCRCDD 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, LCRCDD 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 LCRCDD'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 LCRCDD. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by LCRCDD 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) LCRCD 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 LCRCD shall not be relieved of liability to NCRCD for damages sustained by NCRCD by virtue of any breach of the Agreement by LCRCD whether or not the Agreement expired or was otherwise terminated, and NCRCD may withhold any payments not

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yet made to LCRCD for purpose of setoff until such time as the exact amount of damages due to NCRCD from LCRCD 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 (5) days following the date of deposit, whichever is earlier.

<u>NCRCD</u>	707-690-3119
Lucas Patzek, Executive Director	LCRCD
1303 Harry Lyons. Board Chair	889
Jefferson St., Ste. 500B	Lakeport Blvd
Napa, CA 94559	Lakeport CA 95453
lucas@naparcd.org	lyons.harry@att.net 707-263-4180

14. **Compliance with Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** LCRCD 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. LCRCD 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) Napa County “Policy for Maintaining a Harassment and Discrimination Free Work

Environment” as stated in Napa County Policy Manual Part I, Section 37K. (c) Napa County Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991, and subsequently revised effective May 1, 2009. (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 COUNTY’s ITS Department prior to receiving such access the certification attached to said

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Policy.

(e) Napa County Workplace Violence Policy, as stated in the Napa County Policy Manual Part I, Section 37U.

15. **Confidentiality.** Confidential information is defined as all information disclosed to LCRCD, which relates to NCRCD’s past, present, and future activities, as well as activities under this Agreement. LCRCD, to the extent provided by law, shall hold all such information as LCRCD 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, LCRCD shall return to NCRCD all written and descriptive matter that contains any such confidential information, except that LCRCD may retain for its files a copy of LCRCD’s work product if such product has been made available to the public by NCRCD.

16.

(a) In general. A consideration of this Agreement is the personal reputation of LCRCD; therefore, LCRCD shall not assign any interest in this Agreement or subcontract any of the services LCRCD 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 LCRCD, or to perform any of the remaining services required under this Agreement within the same time frame required of LCRCD shall be deemed to be reasonable grounds for NCRCD to withhold its consent to assignment.

(b) Effect of Change in Status. If LCRCD 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 LCRCD. Failure of LCRCD 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 "B." Failure of LCRCD 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

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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.** LCRCD 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, LCRCD 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. LCRCD 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, LCRCD 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.** LCRCD agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of LCRCD 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. LCRCD shall make the required documentation available upon request to NCRCD for inspection.

(c) **Inclusion in Subcontracts.** To the extent any of the services required of LCRCD under this

Agreement are subcontracted to a third party, LCRCD shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. Taxes. LCRCD 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. LCRCD 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 LCRCD'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, LCRCD agrees to furnish NCRCD with proof of payment of taxes or withholdings on

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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 LCRCD 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, LCRCD 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. LCRCD 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. LCRCD 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 LCRCD of such conflict. LCRCD further warrants that it is unaware of any financial or economic interest of any public officer or employee of NCRCD relating to this Agreement. LCRCD 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 LCRCD under this Agreement.

(b) Statements of Economic Interest. LCRCD acknowledges and understands that NCRCD has developed and approved a Conflict of Interest Code as required by state law which requires LCRCD 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 LCRCD, 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 LCRCD has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

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. **Attorney's Fees.** In the event that either party commences legal action of any kind or character either to 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.

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

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

29. **Special Terms and Conditions.** LCRCD shall comply with the terms and conditions related to subcontractors set forth in the CDFA Agreement, attached hereto as Exhibit “A.”

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

PSA: Napa County Resource Conservation District & LAKE COUNTY Resource Conservation District
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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

“LCRCD” LAKE COUNTY RESOURCE CONSERVATION DISTRICT, a special district
of the State of California

By: _____ Date: _____
Harry Lyons, Board Chair

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

By: _____ Date: _____
LUCAS PATZEK, Executive Director

APPROVED AS TO FORM
RCD Legal Counsel

By: Shana A. Bagley
Deputy County Counsel

Date: November 27, 2023
[PL No. 104098]

PSA: Napa County Resource Conservation District & LAKE COUNTY Resource Conservation District
NCRCD Agreement No. 2023029

EXHIBIT "A"

CDEA AGREEMENT

See following pages.

Exhibit A to PSA: Napa County Resource Conservation District & LAKE COUNTY Resource Conservation District NCRCD Agreement No. 2023027

**GRANT AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
23-0641-000-SO

- This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
NAPA COUNTY RESOURCE CONSERVATION DISTRICT
- The Agreement Term is: November 1, 2023 through March 31, 2026
- The maximum amount of this Agreement is: \$500,000.00
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
NAPA COUNTY RESOURCE CONSERVATION DISTRICT

BY <i>(Authorized Signature)</i> Ⓢ	DATE SIGNED
---------------------------------------	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
1303 JEFFERSON STREET, SUITE 500B, NAPA, CALIFORNIA 94559

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY <i>(Authorized Signature)</i> Ⓢ	DATE SIGNED
---------------------------------------	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING
LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LA

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
2023 Water Efficiency Technical Assistance (WETA)

Project Title: Enhancing water use efficiency in Napa, Solano, Lake, and Sonoma Counties

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Carolyn Cook	Name:	Lucas Patzek
Division/Branch:	Executive/ Office of Environmental Farming and Innovation	Organization:	NAPA COUNTY RESOURCE CONSERVATION DISTRICT
Address:	1220 N Street	Address:	1303 JEFFERSON STREET, SUITE 500B
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	NAPA, CALIFORNIA 94559
Phone:	209-601-9439	Phone:	707-690-3119
Email Address:	CDFA.OEFI_CSA_TA@cdfa.ca.gov	Email Address:	lucas@naparcd.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rukmi Satpanthi	Name:	Miguel Garcia
Division/Branch:	Executive/ Office of Environmental Farming and Innovation	Organization:	Napa County Resource Conservation District
Address:	1220 N Street	Address:	1303 Jefferson St. #500B
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Napa CA 94559
Phone:	916-658-3361	Phone:	951-892-6712
Email Address:	CDFA.OEFI_CSA_TA@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on 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 Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Grant Procedures Manual

The Recipient agrees to abide by all requirements and restrictions provided in the Grant Procedures Manual incorporated with this Agreement as an attachment.

28. 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 agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient 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 State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**EXHIBIT C
PAYMENT AND BUDGET PROVISIONS**

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

SCOPE OF WORK

LCRCD shall provide NCRCD with the following services as described in the CDFA Agreement:

I. DESCRIPTION OF SERVICES.

- Conduct 13 distribution uniformity tests.
- One staff member will complete drip irrigation distribution uniformity test training at Cal Poly San Luis Obispo.
- One staff member will attend the annual California Irrigation Institute Conference for three years.
- Conduct 3 irrigation water management educational workshops in English in Lake County.

EXHIBIT "C"

BUDGET, COMPENSATION, AND REPORTING

I. BUDGET.

Cost Category	Grant Funds
Personnel	\$37,848.36
Travel	\$900.00
Other (conference)	\$ 4,4000
TOTAL	\$43,148.36

Changes to the budget may only be granted with the concurrence, in writing, of NCRCD's Program Contact. LCRCD shall request budget changes via email.

II. COMPENSATION.

Personnel

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

Name	Position Title	Maximum Hourly Rate
	Bookkeeper	\$41.00
	Project Manager	\$75.00
	Director	\$80.00

With advance notice from LCRCD, NCRCD Executive Director may approve changes in hourly rates for compensation via email.

III. REPORTING REQUIREMENTS.

Financial Reporting

LCRCD shall keep all financial records in a manner consistent with generally accepted accounting procedures. All disbursements made for this Agreement shall be only for obligations incurred in the performance of this Agreement and shall be supported by documentation and data, as appropriate to support such disbursements. All disbursements for this Agreement shall be for obligations incurred only after the effective date of this Agreement, unless specific authorization for prior disbursements has been given in writing by CDFA.

Quarterly Reports

LCRCD is responsible for submitting quarterly reports as of the end of quarters dated March 31, June 30, September 30, and December 31, for the duration of the project, and NCRCD will require LCRCD's input to be able to compile and submit complete reports. LCRCD's reports are due to NCRCD at least 10 days prior to the CDFA reporting deadlines (April 20, July 20, October 20, and January 20) using the quarterly reporting forms provided by NCRCD. The reports should address progress on carrying out technical assistance work outlined in the CDFA Agreement. Reports should also identify expenditures to the ending date of your quarterly reports.

Exhibit C to PSA: Napa County Resource Conservation District & Lake County Resource Conservation District NCRCD Agreement No. 2023027