

**Minutes of the Regular Meeting of the Board of Directors
November 20, 2014
Location: RCD Office**

Directors present: TJ Glauthier, Neal Kramer, Barbara Kossy, Jim Reynolds

Staff present: RCD – Kellyx Nelson, Renee Moldovan, Chelsea Moller

Guests: Kerry Burke, James Jacobs, Kris Kasianovitz

1 Call to Order

- Glauthier called to order at 6:31 pm.

2 Introduction of Guests and Staff

- Everyone present introduced themselves.

3 Public Comment

- Kerry attended the Pescadero flooding meeting on 11/17/2014. She thought it was very comprehensive, and can see that the role of RCD has expanded. She was very impressed by the overall tone of meeting. She has provided some technical assistance to the RCD Agricultural Ombudsman. She would like to be contacted if included in a grant to ensure that it is in line with her business practices. She has been working in agriculture in this county for 30 years and is impressed with how the RCD has changed. She returned payment for her service to the Ombudsman and donated her time instead.

4 Approval of Agenda

- The agenda was approved unanimously.

5 Discussion Items

5.1 Directors' Reports

- Reynolds reported on the Pescadero flooding meeting. He thought it was good science, professional, and resulted in good ideas. Public reception seemed good. At the PMAC meeting on Tuesday night people questioned if there is a plan in place to ensure the short and long term viability of the RCD.
- Kossy reported on the California Associations of RCDs (CARCD) conference she attended with RCD and NRCS staff. The last one she went to was 14 or 15 years ago, and it was an entirely different experience. This one was very exciting. There was a great group of smart, vibrant, loving people. There was a lot to take in. There was a wide variety of workshops and sessions.

- Kramer participated in the Biochar Brussels sprouts harvest yesterday. It was a lot of fun, and this is the last year of the project.

5.2 San Mateo County RCD 75th Anniversary Planning

- Nelson reported that we are getting a banner for our website and letterhead. Kossy saw Rich Casale's timeline power point at the CARCD conference that we would like to adapt for our anniversary celebration. He has been a DC for 40 years and has been influential in our history.
- The anniversary celebration has been moved to February. Glauthier has talked to Director Dave Holland about it. We can have it at Maverick's Event Center on a Thursday. The group discussed it and tentatively selected February 19th around 5-8 or 9 pm assuming that there aren't any conflicts with that date.
- The event cost will be about \$5,000, so we need to fundraise. Glauthier asked for directors to help take on tasks and help to raise \$500. Glauthier will coordinate booking the event center. We will put together a host committee, and Tim Frahm will help with that. Nelson sent a list a while ago of people that would be good to have on the host committee, including living former directors of the RCD.
- Glauthier asked directors to sign up for a role:
 - Host Committee – Holland/Nelson
 - Press – Nelson/Kossy
 - Save the date announcement – Nelson/Moller/Anna Reeser?
 - Event Program – Nelson/Holland
 - Graphics/timeline – Kossy/Nelson/Rich Casale?/Anna Reeser?
 - Special guest invitations – Nelson
 - Volunteers at the event
 - Volunteer coordination – Kramer and Reynolds
 - Entertainment – Kossy and Nelson
 - Menu planning – Holland and Glauthier have started this, but will get input from others
 - Fundraising – each director should try to raise \$500

5.3 Statewide Perspective – Kellyx Nelson

- State Water Bond
 - There will be some funding available for our programs through the California Coastal Conservancy, State Water Resources Control Board (SWRCB), etc.
 - Opportunities and challenges of these water bonds come down to 3 things –
 - ◆ 1. How the bond is written
 - ◆ 2. How the bond is interpreted – this is an important time for us to provide input on how these rules are written. Often these rules are written through the lens of large public works projects, not small voluntary conservation. We need to participate in the guideline crafting process. Conservation Strategy Group (CSG) is

an important partner for this. We put \$2,000 in our budget this year to work with them.

- ◆ 3. The cultures of the different agencies that administer the funds
 - It may be a myth that RCDs are not allowed to do lobbying. Nelson asked the California Special District Association about this, and they said there is no ban on lobbying. Nelson asked Karen Buhr to ask CARCD's attorney their stance on this, and from where this perception came. We need to understand what the constraint is, if any, and how to work within it.
- CARCD update
 - The vision and standards document was approved at the conference. This will help get all RCDs on the same page.
 - Our partner at Sustainable Conservation got funding from the Bechtel Corporation to pay for a capacity building initiative for RCDs.
 - CARCD is asking us to help pay for funding for CSG. Their current funding ends this month.
- CARCD conference
 - Senators Fran Pavley and Hannah Beth Jackson were present. One talked about RCDs being the only environmental organization that reaches both sides of the aisle and how powerful it is.
 - Talked about getting dedicated funding streams for RCDs and how we are able to enter into agreements directly with other government agencies.
 - The first ever NRCS California Conservation Planner of the Year award was given to Jim Howard. It was peer nominated and he was selected from 13 nominees.

5.4 Executive Director Report – Kellyx Nelson

- Biochar harvest
 - This project is a demonstration about how biochar can be used as a soil amendment on Brussels sprouts in San Mateo County. Biochar is known for sequestering carbon. It also has environmental benefits, and economic benefits. We are measuring the economic benefits. The ultimate deliverable of this grant, funded by a Conservation Innovation Grant from NRCS, is to create a draft interim practice standard for NRCS. If it is incorporated into their standard practices it will be eligible for NRCS conservation program funding.
 - Cash match for the grant evaporated from our SWRCB funding for the Fitzgerald Pollution Reduction program, so we are trying to raise it.
 - The biggest accomplishment will be to operationalize it. We will show how to make it work for the farmer.
- Agricultural Workshop
 - Nelson asked if any of the Directors besides Reynolds plan to go, and if so to let her know so she can make sure they are on RSVP list.
- Pescadero Flooding meeting

- This was the 3rd and final public meeting for this project. The first was to get ideas from the community, the second was to present preliminary analysis and get feedback, and the third was to present the next steps. We were able to tell the community what we are doing to move forward on the next steps and assure everyone that implementation of recommendations will happen.
- Website
 - We found a designer to re-do our website.
- Annual Fundraising Appeal
 - This will go hand in hand with the fundraising for the anniversary – we don't want the two efforts to compete with each other. Neither fundraiser has a restricted account; it's all going to the same place.
 - Nelson would like the Directors to take our appeal and help with the fundraising effort by sending it to some of their personal contacts.
- Press releases:
 - Drought Relief for South Coast San Mateo County – we received a nearly \$4 million grant for drought relief on the south coast from the Integrated Regional Water Management Program.
 - Cloverdale Ponds – we are working on shared press release with POST for the Cloverdale Pond Habitat Enhancement Project

6 Action Items

6.1 Board will consider sending a letter of gratitude to NRCS State Conservationist for recognition of NRCS District Conservationist Jim Howard

- Glauthier suggested also sending a letter from the RCD Board to Jim thanking for him for all he brings to the District.
- The Board approved sending these two letters unanimously.

6.2 Board will consider approval of acquisition of RCD archival material by Stanford University

- Kasianovitz is the state and local government librarian and Jacobs is the federal documents librarian for Stanford Library. They learn about state and local agencies and how they function to help students and researchers better access their information. Often time how these entities distribute information is not uniform, so they have to reach out to get that information. There is also a lot of behind the scenes information that is not collected in any uniform way like agendas, minutes, annual reports, internal records, etc. Typically in libraries they don't handle that kind of info, but they do handle public record type information. They do it mainly foster civic engagement and enhance research. Stanford has faculty and students that look at agencies over time. Their efforts support access to government information. They try to be proactive – researchers come to them to ask about their research interests, so the library reaches out to places like RCD to be prepared for researchers' questions (e.g. what are issues related to flooding on the coast?).

- They are a federal depository library. They have a deep collection of USDA documents. Often times state, local, or regional documents don't get distributed to libraries, so they spend time looking for groups like ours to fill in those gaps in the informational landscape.
- If they receive it in print copy it stays in that format – currently this is their most stable form. They can scan things for specific research.
- Nelson feels that our collection is not accessible to us even in our own office because we don't know how to manage it.
- Nelson pointed out that if we do this, we will no longer own the documents. We will have access to them just like anyone else, but we will not own them.
- Kramer asked if there would ever be a situation where we would not have access to the materials. Kasianovitz said there would not be a time when they would say that RCD no longer has access to the materials.
- Glauthier asked if there is a plan for the regular transfer of archival material (e.g. 5 years after a project ends, at some regular interval). Kasianovitz said they set up a schedule like that after the transfer of the current archival set. Whether future material goes to the collection is up to the RCD. They would like for that to happen, but that is up to RCD.
- Nelson and the Directors asked a variety of questions about terms of the contract to transfer materials to Stanford (Attachment A).
- Kossy asked how much staff time we should expect to go into the transfer. Kasianovitz said that it is up to us, she will come here to box things up, but will rely on us to provide context about what she is packing up to create the finding aid.
- Kossy asked they have ever had a relationship become acrimonious. Kasianovitz said this is the first special collection that she has brought in from a government agency. Typically it's in everyone's best interest to maintain a good relationship. RCD has a lot of leeway to re-write the agreement to say exactly what we want it to say. The agreement they provided is just a guideline.

ACTION: Kramer moved to support deeding the collection to Stanford and directs Nelson to work with Stanford on the terms of the agreement. **Reynolds seconded** the motion. Deeding the RCD collection to Stanford and authorization for Nelson to negotiate contract terms for the transfer were **approved unanimously**.

6.3 Board will consider approval of FY 2013 audit

- The biannual 2012-2013 audit is completed. It indicates that the RCD is in a good financial position and set for organizational growth moving forward. This is the last biannual audit. The next audit will begin immediately as the RCD switches to annual audits. The RCD will initiate new policies based on audit recommendations.

ACTION: Reynolds moved to approve the FY 2013 audit, **Glauthier seconded**. The FY 2013 audit was **approved unanimously**.

6.4 Board will consider approval of FY 2015 budget

Board and staff discussed the budget and cost allocation.

ACTION: Kramer moved to approve the FY 2015 budget, **Kossy seconded**. The FY 2015 budget was **approved unanimously**.

7 **Adjourn**

- Glauthier adjourned the meeting at 9:03 pm.

ATTACHMENT A



STANFORD UNIVERSITY LIBRARIES

DEED OF GIFT

[Donor Name] (“Donor”), the owner of the physical property [and digital materials] described below [and as added to in the future], hereby gives, transfers, and conveys to Stanford University (“Stanford”) all the Donor’s title and interest to the following materials to become part of its Stanford University Libraries.

DESCRIPTION OF COLLECTION HERE.

The entire gift of papers and materials detailed above is herein referred to as the “Collection.”

This gift is [irrevocable and is] made under the following terms and conditions:

1. Donor represents that he is the owner of the Collection and represents and warrants that the Collection is being donated to Stanford free and clear of any and all liens, claims, and encumbrances.
2. [The Collection will be placed exclusively with Stanford.]
3. Ownership of and title to the Collection will vest with Stanford on delivery and acceptance of the materials by Stanford. [Digital material will be delivered by [METHOD*] on [DATE].]
4. The Collection will be organized, preserved and described according to Stanford’s policies and procedures, and Stanford will exercise the same degree of care over the preservation of the Collection as over the preservation of similar property which is kept in the Stanford University Libraries.
5. The Collection will be maintained in the [Department of Special Collections OR other department] of the Stanford University Libraries, as a discrete collection identified as the “[Collection Name - Use DACS conventions for naming collections. Contact Glynn or Roberto with questions regarding those conventions.]”.
6. The Collection will be closed to researchers until archival processing has been completed or a reasonable portion of the processing has been completed, e.g., a container (box level) inventory has been prepared.
7. Upon completion of the archival processing or box listing, Stanford will endeavor to make the Collection available for research in accordance with its rules and policies. In no event is Stanford obligated to provide access to all or part of the Collection if doing so would cause financial (such as costly restoration) or health and safety (such as documents with

ATTACHMENT A

mold) concerns. Additionally, Stanford's providing access to the Collection must be in compliance with copyright laws.

8. Donor will have access to the Collection during the libraries' or department's public hours. Subject to copyright law, Donor will have the right to have selected items copied by the Stanford personnel at the Donor's expense, but not to remove items from the collections of the Stanford University Libraries.
9. Stanford reserves the right to return, or, with the consent of the Donor, to discard or destroy, any duplicate or redundant material or any material not deemed of archival value.
10. To guard against violation of confidentiality or the use of the Collection to harass, injure, or damage, Donor may restrict access to specific portions of the Collection ("Private Material"). [Choose one: Such material has been identified on Attachment [A] OR Donor agrees to identify such material for Stanford before the materials are physically transferred].
11. The University Librarian or his delegate may also elect to identify additional Private Material, although the University Librarian is under no affirmative obligation to identify or restrict Private Material.
12. Items identified as Private Material will not be made available to anyone except (a) regular employees of the Stanford University Libraries for the purpose of custodial maintenance or (b) the Donor or his authorized representatives [Choose one: for the period(s) indicated in Attachment A OR for a term of [years]].
13. [Choose one option from the below. Option A should be used when Donor is the copyright holder for the Collection, and is assigning that copyright to Stanford. Option B should be used where the Donor is retaining copyright, but granting Stanford a license for use. It is anticipated that Option B will be most common. Option C should be used where Stanford receives the materials only, and has no rights to reuse. Option C should always be used where Donor is a collector and has no copyright interest in the materials.]

OPTION A: Donor hereby assigns, as part of this gift, all of the intellectual property rights, including but not limited to copyrights that Donor may possess in the Collection. Donor understands that he is forever and irrevocably granting to Stanford all exploitation rights in the Collection, including but not limited to the sole and exclusive right to publish all unpublished writings and copyright the same in all media now known or hereafter created.

OPTION B: No rights to any copyright in the Collection are being transferred to Stanford. Donor hereby grants to Stanford an irrevocable perpetual royalty-free [exclusive] license to use and exploit the works of

ATTACHMENT A

the Collection for which the Donor has copyright, individually or collectively, for educational and not-for-profit purposes. This [exclusive] license includes the right to copy the works of the Collection or published materials for which the Donor holds copyright, collectively or individually, for educational and/or not-for-profit purposes in all media now known or hereafter created, including but not limited to print, audio, electronic, video, optical disc, photographic, digital, and film. Without limiting the foregoing, to the extent not prohibited by copyright, the Stanford University Libraries is permitted to post a digital copy of the works of the Collection, either individually or collectively, on Stanford University websites.

OPTION C: No rights to any copyright in the Collection are being transferred to Stanford.

14. The Donor explicitly permits Stanford to create finding guides to the Collection and full-text search for unrestricted digital material as well as associated metadata required for the preservation and description of the Collection. Stanford will own the copyright in any technical or descriptive metadata added during the course of processing. Stanford will provide Donor with a copy of any such finding guides upon request.
15. Donor understands that there may be tax implications resulting from this donation. Stanford has not made any representations to Donor regarding tax implications.
16. Donor agrees to keep the terms of this agreement in confidence, and not to disclose them to any outside parties without the express written consent of the Stanford.
17. Unless expressly provided herein, the gift of the Collection to Stanford is without restriction and Stanford is free to administer the Collection in accordance with the policies and procedures of the Stanford University Libraries.
18. This Agreement is subject to the laws of the State of California. Donor agrees that the venue for any action arising out of this Agreement will be a court of competent jurisdiction in Santa Clara County, California.
19. The Libraries cannot be held liable for the loss or damage of such materials due to deterioration, fire, flood, mold, or any disaster.
20. If a court determines that any term, clause, or provision of this Agreement is invalid or unenforceable, such invalidity will not affect the validity of any other term and such invalid term will be deemed severed from the Agreement.
21. Stanford and Donor agree that any modification to this Agreement must be made in writing and signed by both parties.

ATTACHMENT A

Donor name & contact info here

Date _____

Michael A. Keller
University Librarian
Stanford University Libraries
Stanford, California 94305

Date _____