

SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT

helping people protect, conserve and restore natural resources since 1939

Meeting of the Board of Directors

December 20, 2007

Location: RCD Office

7:00 pm- 9:00 pm

1. Call to Order
2. Introduction of Guests and Staff
3. Public Comment- The Board will hear comments on items that are not on the agenda where the Board has jurisdiction. Comments are limited to three minutes per person. The Board cannot take action on an item unless it is an emergency as defined under Government code Sec. 54954.2.
4. Consent Agenda 4.1. November 15, 2007 Draft Regular Meeting Minutes 4.2. December 7, 2007 Draft Special Meeting Minutes
5. Action Items- The Board will hear public comments on each action item before a decision is made. Comments are limited to one minute per person. 5.1. <u>Contract 2007-6 with San Mateo County Farm Bureau.</u> Recommend Board <i>K</i> approval to contract with San Mateo County Farm Bureau to coordinate a program to implement cover crops as a conservation practice. 5.2. <u>Resolution 2007-4 to Enter into Agreement with State Water Resources Control Board.</u> Recommend Board approval of resolution to enter into Agreement with State Water Resources Control Board for a grant to identify sources of contamination in Pillar Point Harbor and recommend strategies for remediation.
6. Discussion Items- The Board will hear public comments on each item before discussion is closed. Comments are limited to one minute per person. 6.1. Financial Assessment- Renee Moldovan and Kellyx Nelson
7. Executive Director Updates 7.1. Agricultural Water Quality Grant 7.2. Pilarcitos Creek IWMP 7.3. Identification and Remediation of Fecal Pollution in Pillar Point Harbor 7.4. Marine Life Protection Act Initiative 7.5. Blue Circle 7.6. Environmental Education 7.7. Recent media 7.8. Upcoming Dates/ Events
8. Adjourn

SAN MATEO COUNTY RESOURCE
CONSERVATION DISTRICT
VOLUNTARY SIGN IN SHEET

DATE OF MEETING: December 20, 2007

NAME

EMAIL

1. Ellen Gartzick
2. George & Kolombatovich
3. James H. Reynolds
4. Dee Malloy
5. RICH ALLEN
6. TJ Gauthier
7. Tim Frishm
8. Jim Howard
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT
625 Miramontes Street, Suite 103
Half Moon Bay, CA 94019

Minutes
December 20, 2007
Regular Meeting of the Board of Directors

1. **CALL TO ORDER:** Mr. Allen called the meeting to order at 7:00 p.m. A quorum was declared present.

2. **INTRODUCTION OF GUESTS and STAFF:**

Directors: Rich Allen, Jim Reynolds, TJ Glauthier

Staff: RCD: Kellyx Nelson, Renee Moldovan, Ellen Gartside; NRCS: Jim Howard

Guests: Tim Frahm, George O. Kolombatovich (volunteer recorder)

3. **PUBLIC COMMENT:** None

4. **CONSENT AGENDA:**

4.1 **Draft Regular Meeting Minutes for November 15, 2007**

4.2 **Draft Special Meeting Minutes for December 7, 2007**

ACTION: TJ Glauthier noted that the minutes of November 15 should be corrected to reflect that the next regular meeting was scheduled to be held December 20, 2007; so corrected, TJ Glauthier MOVED to adopt the consent agenda. The motion was SECONDED by Jim Reynolds and CARRIED unanimously.

5. **ACTION ITEMS:**

5.1 **Consideration/Approval of Contract 2007-6 with San Mateo County Farm Bureau.**

- This item was postponed until Tim Frahm could arrive.

5.2 **Consideration/Adoption of Resolution 2007-4 to enter into an agreement with the State Water Resources Control Board**

- Kellyx Nelson discussed the resolution, by which the RCD would enter into an agreement for a grant to identify sources of contamination in Pillar Point Harbor and would recommend strategies for remediation; she recommended Board approval of the resolution.

ACTION: Jim Reynolds MOVED to adopt Resolution 2007-4. The motion was SECONDED by TJ Glauthier and CARRIED unanimously.

6. **DISCUSSION ITEMS:**

6.1 **Financial Assessment—Rence Moldovan and Kellyx Nelson**

- Kellyx discussed the financial situation of the RCD, referring to the memorandum in the Board Packet. Her overriding messages from the recent fiscal analysis were that:
 1. Staff anticipates no significant overall variances from the fiscal year budget.
 2. The RCD is struggling with low cash flow because of the lengthy amount of time it takes for funders to provide reimbursements.
 3. A large quantity of money was spent over a short period of time while projects were in construction. Staff expects all expenses to be reimbursed.
- Kellyx highlighted the need for the RCD to develop a cash reserve or other access to cash flow to protect its ability to attract contractors, reduce reliance on credit, and pay for overhead and staff salaries.
- Kellyx noted that the current financial statements do not accurately reflect the real financial health of the organization due to the fact that there has been construction simultaneously on three major projects, resulting in large bills coming in for which the RCD has not yet been able to invoice funders. Thus, the balance sheet shows a loss of \$180,000, but this is in line with what is anticipated. She also noted that, due to her upcoming maternity leave, there should be decreased costs in 2008 but also decreased revenue.
- TJ inquired whether staff benefits were OK. Kellyx responded affirmatively and stated that she would be discussing maternity-leave policy with the Personnel Committee and the Finance Committee prior to the January meeting of the Board.

5. **ACTION ITEMS:**

5.1 **Consideration/Approval of Contract 2007-6 with San Mateo County Farm Bureau**

- Kellyx recommended Board adoption of a contract with the Farm Bureau to coordinate a program to implement cover crops as a conservation practice. She noted that the contract would affect 250 acres of plantings.
- Tim Frahm described the conservation benefits of cover crops. Under the proposed program, the Farm Bureau brokers seed for cover crops on farmers' behalf and pays for up to 20 acres of cover crops per grower at a set amount of money.

- Kellyx also discussed the benefits of cover crops and noted that the program would be covered by Proposition 50 funds as one of the projects chosen by the Selection Committee of the Agricultural Water Quality Grant.
- TJ encouraged Tim to maximize the benefit with each farmer.

ACTION: TJ Glauthier MOVED to approve the contract. Jim Reynolds SECONDED and the motion CARRIED unanimously.

7. EXECUTIVE DIRECTOR UPDATES

- Kellyx referred to *Current Projects of the Resource Conservation District* and provided updates on RCD programs and projects as described below.

7.1.1 Agricultural Water Quality Grant

- This grant actually covers seven projects which are moving along well and in various stages of completion, depending on their scope and complexity.
- TJ recommended itemizing the projects separately in the *Current Projects* document to better illustrate that there are many projects rather than one..

7.1.2 Pilarcitos Creek IWMP

- The next public workshop is scheduled for February 24, 2008. It is intended to provide an opportunity for the public to review and comment on the draft plan.

7.1.3 Identification and Remediation of Fecal Pollution in Pillar Point Harbor

- The hydrology consultant has been dragging his feet and seemingly introducing obstacles when there need be none.
- It has been challenging to coordinate the microbial source tracking timeline with the hydrology timeline with the State Water Resource Control Board's contract timeline and required documents.
- The Water Board erroneously approved the RCD's proposed timeline and only recently said that the project needed to be completed earlier than anticipated. This means that the Water Board expects the development of a remediation strategy for the pollution before the investigations about the source of pollution have been completed. It is likely that the RCD will seek an extension to the contract to allow for better science.
- Since the Water Board requires a number of monitoring plan and quality control documents before the work can be begun, it has effectively eliminated this wet year

for research. Documents are to be submitted to the Water Board in December and reviewed by the Water Board as quickly as possible, but the hydrologist has not been responsive to providing the necessary information.

- Staff hopes to obtain Water Board approval of the documents by the end of January.
- The lead researcher, from UC Davis, is putting a lot of resources into this project beyond what the RCD is paying for under the grant because he intends to publish on the topic, wants to provide opportunities for his students, and is developing some new tools that he will be using on this project. It is a mutually beneficial project.

7.1.4 Marine Life Protection Act Initiative

- The complexity and amount of information in this process is “mind numbing.”
- A complex plan of protected areas has been developed and a public meeting regarding the plan is scheduled for approximately February 4, 2008, in Half Moon Bay. In San Mateo County, the plan probably would increase protection around the Fitzgerald Marine Reserve to San Pedro Point and potentially near Año Nuevo.
- Kellyx explained the points of the plan and strengths and weaknesses of the process. She indicated that her interests are primarily to ensure good policy, that the process of development is fair and that the plan reflects good science.
- Tim said that some fishermen are very concerned about the restrictions from the MLPA, and addressed his concern about the Pescadero area being included.

7.1.5 Blue Circle

- The next Blue Circle, potentially taking place at Pedro Point, is not yet scheduled.

7.1.6 Environmental Education

- Kellyx recently met with a new teacher at Pescadero High School and presented to his class. He is energetic and resourceful and interested in working with the RCD. There is the possibility of a formal partnership to provide science instruction down the road.

7.1.7 Recent Media

- The CARCD newsletter reported on Kellyx’s presentation on conservation easements at the annual conference. She strongly cautioned RCDs from holding easements.
- Half Moon Bay Review magazine had a large article highlighting the RCD’s salmon restoration projects.

7.1.8 Upcoming Events/Dates

- Directors are invited to a reception for the new president of the San Mateo County Board of Supervisors, Adrienne Tissier, on January 8, 2008. Rich Allen said he would attend.
- TJ reported that United States Representative Anna Eshoo would like to meet with the RCD. Though previous efforts to schedule a meeting with her were unsuccessful, it might be time to try again. Kellyx said she would follow up.

8. ADJOURNMENT

ACTION: The Regular Meeting of the Board of Directors was adjourned at 8:36 p.m.

SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT

Minutes

December 7, 2007

Special Meeting of the Board of Directors: Field Trip of Pillar Point Harbor

1. **CALL TO ORDER:** Because a quorum of directors was declared present, Rich Allen called a Special Meeting to order at 2:05 p.m.

2. **INTRODUCTION OF GUESTS and STAFF:**

Directors: Rich Allen, Jim Reynolds, TJ Glauthier

RCD Staff: Kellyx Nelson, Carolann Towe, Ellen Gartside

TAC Members: Steve Peters, Santa Cruz County Environmental Health Services; Dan Temko, Pillar Point Harbor Master; Keith Mangold; Carmen Fewless, Regional Water Quality Control Board; Doug Coffman, Bruce Fujikawa, San Mateo County Public Health Laboratory; Dean Peterson, Greg Smith, San Mateo County Department of Environmental Health; Jill Murray, Creeks Division City of Santa Barbara; Sarah Corbin, Surfrider

Public: Ron Sturgeon

3. **PUBLIC COMMENT:**

Ron Sturgeon asked what the purpose of the field trip was. Kellyx responded that it was determined at the initial TAC meeting for the Pillar Point Harbor project that it would be a good idea for all members of the TAC to have an opportunity to visit the physical setting of the study, as it facilitates a different type of conversation when the group is together on site rather than talking about the site in an office. Furthermore, while some of the TAC members are experts on the harbor, others are not local and bring experience from similar projects in different regions.

Dan Temko publicly acknowledged and thanked the RCD for taking on the project and putting questions about this problem to rest.

4. **FIELD TRIP**

RCD staff, directors, and members of the Technical Advisory Committee for the "Identification of Sources of Fecal Pollution Impacting Pillar Point Harbor" project toured parts of the project area and discussed the project. The RCD Board took no RCD related actions during the field trip.

Kellyx reminded all attendees that:

- a) This project is not a regulatory investigation.

- Possible for storm drain to be rerouted into sewer? County Department of Public Works determined this wasn't feasible. At one time there had been human fecal intrusion when sewer line crossed storm drain.
- Bathhouse Outfall Beach (Map #2) is Montecito Creek, a paved creek, outfall under bathrooms at south end of Capistrano Beach, west of Barbara's Fish Trap. Question about how far tide pushed back into drain.

Site 4: Deer Creek (Map site # 8; incorrectly marked on map; map sites 7, 9)

- Deer Creek was rerouted, (but don't know why, contact Don Gulluzzy former harbor master) mouth is now south of boat launch; old outfall is visible north of boat ramp.
- Sediment plume (decomposed granite) noted and filling in under boat launch; eventually will need to do maintenance dredging.
- Noted Beach House Beach (map #7) is frequently used by clammers.
- Inner Beach (map # 9) is an artificial beach composed of dredge materials.
- Launch ramp has holding vault with oil/water separator to collect runoff as boats are pulled out and washed down.
- Pointed out location of Surfers Beach, (map # 11), outside of outer breakwater, this beach is not part of study.

5. PUBLIC COMMENT

Carmen Fewless thanked RCD for sponsoring this field trip.

6. ADJOURNMENT

The Special Meeting of the Board of Directors was adjourned at 3:40 p.m.

**SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
SAN MATEO COUNTY FARM BUREAU**

THIS AGREEMENT ("Agreement"), made and entered into this 20th day of December, 2007, is by and between **SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT**, a subdivision of the State of California, hereinafter referred to as "**RCD**," and **SAN MATEO COUNTY FARM BUREAU**, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, RCD has been awarded a grant from the State Water Resources Control Board to complete the tasks under Agreement No. 04-305-552-0, to implement conservation practices that control nonpoint source runoff from farms and help improve water quality; and

WHEREAS, RCD desires to use the professional services of **CONTRACTOR** to perform those services set forth in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, **PROJECT** will be included in the Quality Assurance Project Plan (QAPP) for Agreement No. 04-305-552-0 in accordance with the SWRCB's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5, 3/01;

WHEREAS, **CONTRACTOR** is willing to provide such services to RCD on the terms set forth herein; and

WHEREAS, RCD and **CONTRACTOR** desire to set forth in writing the obligations and responsibilities of each party relating to the services;

NOW, THEREFORE, in consideration of the promises and mutual benefits that will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

1. Scope of Services

a. **CONTRACTOR** will, in accordance with the terms of this Agreement, perform the services set forth in Exhibit A, "Work to be Performed," hereinafter referred to as "**PROJECT**," which is attached hereto and incorporated herein by reference.

b. This Agreement is limited both in scope and duration, as herein specified.

2. Term of Agreement. The term of this Agreement shall commence on October 1, 2007 and terminate on February 1, 2009, but shall not become effective until executed by the parties.

3. **Performance Responsibilities.** Contractor shall complete the herein described services by no later than February 1, 2009, unless a later date is agreed upon in writing by the parties. Time is of the essence in the performance of the specified services by CONTRACTOR.
4. **Compensation.**
 - a. RCD agrees to pay CONTRACTOR a total amount of thirty six thousand six hundred fifty dollars (\$36,650) for the timely completion of services set forth in Exhibit A.
 - b. In the event that the grant funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties understandings and expectations that no such disruptions will occur, this Agreement will terminate immediately upon notice of such funding disruption by RCD to CONTRACTOR. RCD shall pay CONTRACTOR, at the rate of \$55 per hour plus cost for materials purchased, for all services performed prior to termination.
5. **Billing and Payment Procedure.** CONTRACTOR will submit a quarterly progress report, along with a request for payment and documentation acceptable to the RCD. CONTRACTOR acknowledges that after RCD receives the progress report, request for payment and documentation, RCD must complete invoices in the format required by the State Water Resources Control Board, hereinafter referred to as "SWRCB," and include the original invoice with supporting documentation, receipt and satisfactory completion of deliverables as set forth in the Agreement No. 04-305-552-0 for payment. Immediately upon the RCD receipt of payment, RCD will issue payment to CONTRACTOR.
6. **Cooperation.** RCD and CONTRACTOR agree to cooperate in any way and every way or manner on the PROJECT. RCD will immediately transmit to CONTRACTOR any new information that becomes available or any change in plans. CONTRACTOR will likewise bring any new information, issues or concerns to the RCD's attention as soon as practicable
7. **Assignment.** Without the written consent of RCD, this Agreement is not assignable by CONTRACTOR in whole or in part.
8. **Conflict of Interest.** The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.
9. **RCD Representative.** The RCD Executive Director shall represent RCD in all matters pertaining to the administration of this Agreement, including without limitation, coordination of all necessary meetings and conferences, and review of all services and products submitted to RCD by CONTRACTOR.
10. **No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the PROJECT during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-

agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

- 11. Independent Contractor Status.** The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship.
- 12. Standard of Professionalism.** CONTRACTOR shall conduct all work consistent with professional standards for the industry and type of work being performed under this Agreement.
- 13. Indemnification.**
 - a. CONTRACTOR shall protect, defend, and save harmless RCD, its officers, agents and employees from any and all claims and losses accruing or resulting to any or all contractors, subcontractors, material persons, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged due to CONTRACTOR's negligence in the performance of this Agreement.
 - b. RCD shall protect, defend, indemnify and hold CONTRACTOR harmless from any loss, damage, injury, claim, lawsuit, liability and legal responsibility arising out of the negligent or intentional acts or omissions of itself or any of its agents or employees in connection with services provided pursuant to this Agreement. Such obligations shall extend to CONTRACTOR itself and its officers, employees and agents
- 14. Insurance.** CONTRACTOR shall obtain and maintain for the duration of this Agreement, comprehensive general liability insurance and/or other insurance necessary to protect the parties hereto, and shall provide RCD with evidence thereof on request. CONTRACTOR shall have RCD named as an additional insured on its insurance policy, which shall have minimum coverage limits as specified on Exhibit B, attached hereto and incorporated herein by reference. CONTRACTOR's above described insurance shall serve as the primary insurance coverage for any claim arising from or relating to the services to be performed hereunder.
- 15. Non-discrimination.** CONTRACTOR will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status or physical or mental handicap.

16. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

To RCD: Kellyx Nelson, Executive Director
San Mateo County Resource Conservation District
625 Miramontes Street, Suite 103
Half Moon Bay, CA 94019

To CONTRACTOR: Jack Olsen, Executive Administrator
San Mateo County Farm Bureau
765 Main Street
Half Moon Bay, CA 94019

17. **Amendments and Integration.** This Agreement supercedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

18. **Termination.** This Agreement may be terminated for any of the following reasons:

a. If CONTRACTOR fails to perform the services hereunder to the satisfaction of RCD, or otherwise fails to fulfill its obligations under this Agreement, upon written notice from RCD; and

b. Upon notice from RCD to CONTRACTOR that the grant funding on which this Agreement is based has been materially disrupted or discontinued.

c. Upon notice from CONTRACTOR to RCD if RCD fails to pay CONTRACTOR in a timely manner or otherwise fails to fulfill its obligations under this Agreement.

IN WITNESS WHEREFORE, the parties agree to the foregoing terms and conditions and hereby enter into this Agreement on the date hereinabove set forth.

CONTRACTOR:
By: *Louie Figone*
Louie Figone, President, San Mateo County Farm Bureau

RCD:
By: *Kellyx Nelson*
Kellyx Nelson, Executive Director, San Mateo County Resource Conservation District

EXHIBIT A WORK TO BE PERFORMED

CONTRACTOR will coordinate a program of Cover Crops / Green Manure conservation practices expected to include up to 250 acres of plantings that will be funded as part of Agreement No. 04-305-552-0 between RCD and the State Water Resources Control Board (SWRCB). The program will include:

1. Conduct outreach and identify interested farmers to implement winter cover crops
2. Assess the acreage to be included in the cover crop program, develop seed mixes based on "resource goals" of farmers and input from technical advisors (FB Staff, farmer cooperators, NRCS and UC Coop Ext), negotiate prices for seed and set up delivery of seed to farms
3. Provide technical assistance to farmers implementing cover crops
4. Coordinate with RCD staff
5. Assist RCD as necessary in monitoring for project effectiveness
6. Administer project including the partial reimbursement costs to participating farmers
7. Assist RCD with conducting three public workshops on the results of Agreement No. 04-305-552-0, including the cover crop program.
8. Prepare and submit quarterly and final reports, including supporting documentation of work completed. When PROJECT is completed, these reports will also document matching funds and in-kind services minimally equal to the amount of funds disbursed.
9. Draft and distribute materials, subject to review and approval by RCD before completion and distribution, including but not limited to outreach materials, informational brochures, written reports of PROJECT outcomes, signage, and media releases.

CONTRACTOR will perform work according to the following budget:

Category of Cost	Contractor	Match	Total Project Cost
Cover Crop Seed Costs (reimbursements to farmers)	\$ 12,500	expected with participating farmers	\$12,500
Cover Crop Other Costs (reimbursements to farmers)	\$12,500	\$50,000	\$62,500
Additional incentive (reimbursements to farmers)	\$2,000		\$2,000
Cover Crop Project Management	\$5500	Time from farmer	\$5500
Supplies (reproductions)	\$1,000	Time from farmer	\$1000
Project Administration	\$1,500	short credit	\$1,500
Public Workshops	\$1650	\$5500	\$7150
Total Costs	\$36,650	\$55,500	\$92,150

Cover Crop Budget Notes:

¹ Cover Crop Seed Costs: Over the past three years, the average cost of seed per acre has been \$50. This has varied slightly depending on variety of seeds, recommended pounds per acre and negotiated price. This budget proposes an estimated 250 acres of cover crops. This may increase depending on the negotiated seed prices and willingness of farmers to plant additional acres, utilizing the FB program for seed delivery, beyond the incentive payments.

² Cover Crop Other Costs (match): The actual expected cost for 1 acre of cover crops/green manure, according to the United States Department of Agriculture 2006 EQIP Cost Share Rate is \$300. The seed cost requested in this proposal is only 17% ± of the total cost. "Other Costs" include tractor time and expense (man hours and diesel). This grant seeks partial reimbursement (\$50/ac) of these costs to the farmers. This project therefore generates approximately \$200 per acre match provided by "in-kind" by the participating farmers.

³ Project Management: FB Staff time if \$55/hr. Based on previous years, this project will require approximately 100 hours of staff time for coordination, outreach, surveys and photo monitoring. Additional FB office support is provided as match (match not shown)

⁴ Supplies will not include informational brochures to be produced after PROJECT, intended to report the outcomes of PROJECT to funders, farmers, and the public, and "signage" on some of the more visible sites.

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EXHIBIT B INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement personal automobile and comprehensive general liability insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work performed hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.

1. Minimum Scope of Coverage and Limits of Insurance:
 - a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
 - c. Worker's Compensation: Limits as set forth in the Labor Code of the State of California.

2. Contractor's General Liability Insurance Policy shall contain the following clauses:
 - a. RCD is added as an additional insured.
 - b. Any insurance maintained by RCD shall apply in excess of insurance provided by this policy.
 - c. The insurer agrees to waive all rights of subrogation against RCD, its officers and employees for losses arising from work performed by CONTRACTOR for RCD.

3. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days of the effective date of this Agreement.

which can be viewed from public highways

⁵ Project Administration; Includes fiscal management, quarterly reports and financial reporting of reimbursements for tax purposes by FB.

⁶ Workshops; FB staff to assist RCD in conducting 3 workshops. FB staff time is \$55/hr – \$5500 match is shown; this represents 100 hrs of FB staff at \$55/hr which was expended during the planning, outreach, presentation and follow up for the Ag Farm Water Quality Short Course associated with PROJECT, but conducted on Aug 06.

⁷ Total costs may vary due to changes in seed or other costs, the number costs, the number of acres associated with PROJECT and the number of farmers participating and providing “in-kind” matches.

SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT
helping people protect, conserve and restore natural resources since 1939

RESOLUTION NO. 2007-04

**APPROVAL TO ENTER INTO AGREEMENT NO. 07-574-550-0 WITH
THE STATE WATER RESOURCES CONTROL BOARD TO IDENTIFY
SOURCES OF FECAL CONTAMINATION IN PILLAR POINT
HARBOR AND STRATEGIES FOR REMEDIATION**

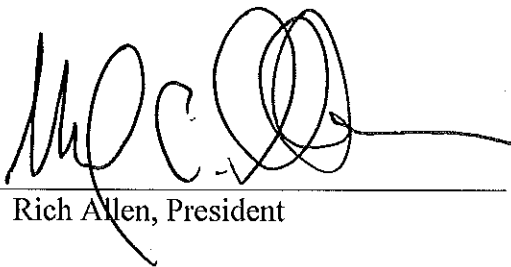
Whereas the San Mateo County Resource Conservation District is a Special District organized under Division 9 of the California Public Resources Code with an original petition granted on July 1, 1939; and

Whereas the State Water Resources Control Board has encumbered funds for the Project entitled "Identification of Sources of Fecal Pollution Impacting Pillar Point Harbor;" and

Whereas the Project shall demonstrate the capability of contributing to sustained long term water quality or environmental restoration or protection benefits for a minimum period of 20 years after completion;

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby authorizes Kellyx Nelson, Executive Director, to sign Agreement No. 07-574-550-0 and any amendments thereto.

ADOPTED at a regular meeting of the Board of Directors of the San Mateo County Resource Conservation District on December 20, 2007.



Rich Allen, President

DECEMBER 20, 2007
Date