



Board Meeting Agenda
May 18, 2023 | 3:30PM-5:30PM

MEETING LOCATION: Gold Ridge Resource Conservation District, 2776 Sullivan Road, Sebastopol, CA 95472
Board meeting will be held in person and remotely

REMOTE ACCESS: Members of the staff and public can participate remotely by using the following options:

Zoom: <https://us02web.zoom.us/j/81326946028?pwd=VERncTBxaWdkaFpkTUZKL3RRROW81UT09>

Phone: (669) 900-6833. Meeting ID: 813 2694 6028. Passcode: 111.

District Directors: Joe Dutton, President; Mel Sanchietti, Director; Guy Smith, Director; Elias Zegarra, Director, Director Vacancy

Associate Directors: Chris Choo, Temra Costa

1. **Call to order, Determination of a Quorum, Introductions**
2. **Additions/Changes to the Agenda** (Gov. Code 54954.2 (B))
3. **Public Comment:** Public may comment on agenda items when they are discussed. Speakers are asked to limit comments to three minutes (Gov. Code 54954.3(a)).
4. **Informational Items**
 - a. **Gold Ridge RCD Updates & Notices**
 - b. **Report out on Ad Hoc Financial Sustainability Committee Meeting** (*Mare O'Connell*)
 - c. **NRCS Update**
5. **Consent Calendar**
 - a. **March 2023 Meeting Minutes, May 2023 Grant Status Report** (*Brittany Jensen*)
6. **Action Items**
 - a. **Approval of Financial Report, and Warrant Request for FY 22/23 through February 2023** (*Mare O'Connell*)
 - b. **Approval of FY 23/24 Preliminary Budget** (*Mare O'Connell*)
 - c. **Approval of Resolution 2023-06 to Receive a Temporary Transfer (Line of Credit) from the County of Sonoma for FY 23/24.** (*Michele Harris*)
 - d. **Authorizing the Executive Director to enter into contract with the North Coast Resource Conservation and Development Council for implementation of the Mt. Gilead Water Conservation and Streamflow Improvement Project for \$1,389,053** (*John Green*)
 - e. **Approval of the Executive Director to enter into contract with M3 for construction of the Iron Horse Fish Screen Project for \$30,708** (*Will Spangler*)
 - f. **Approval of Executive Director to Enter in a Cooperative Agreement with the National Oceanic and Atmospheric Administration (NOAA) for the Lower Russian River Watershed Coho Habitat Restoration Project for \$8,452,211** (*Noelle Johnson*)
 - g. **Approval of Executive Director to Enter into Contract for \$444,694 with Prunuske Chatham Inc for Willow Creek Restoration Design and Regulatory Compliance through a**

Cooperative Agreement with the National Oceanic and Atmospheric Administration (NOAA) (Noelle Johnson)

- h. Approve Policy 2137 Professional Services Procurement (Brittany Jensen)**
- i. Approval of Executive Director to enter contract with California Department of Transportation (Caltrans) for continued work on the Gleason Beach Highway 1 Mitigation Project for \$1,282,312 (Will Spangler)**
- j. Approval of Executive Director to enter into a contract with TOPO Collective for conference coordination and media services to the Living with Fire: Sonoma County Forest Conservation Conference for \$43,750.00 (Adriana Stagnaro)**
- k. Nominate a Board candidate to put forth to the Sonoma County Board of Supervisors for Appointment to fill the Board Vacancy.**

7. Future Agenda Items

- a. Move June Board Meeting from the 15th to the 22nd.**

8. Adjournment

This agenda has been prepared and posted at least 72 hours prior to the regular meeting of the Board of Directors in accordance with the Ralph M. Brown Act. Materials related to items on this agenda, included in the agenda packet or distributed to the Board after distribution of the agenda packet, are available for public inspection at the above address during normal business hours as well as our website. To request board packet information, please contact Brittany Jensen at (707) 823-5244 or Brittany@goldridgercd.org.

Special Accommodations: *In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact Noelle Johnson at (707) 834-8880. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.*

District Staff:

Brittany Jensen, Executive Director	Michele Harris, District Administrator
Joe Pozzi, District Manager	Mare O’Connell, Financial Manager
Noelle Johnson, Deputy Director	Jason Wells, Forester
John Green, Lead Scientist & Program Manager	Tess Polizzotti, GrizzlyCorps Fellow
Sierra Cantor, Ecologist	Angel Arcuri, ClimateCorps Fellow
William Hart, Project Manager	Will Spangler, Conservation Project Manager
Adriana Stagnaro, Outreach & Project Manager	Tom Hammond, Shared Engineer

Schedule of Upcoming Gold Ridge RCD Board Meetings:

Every Third Thursday of the month, unless marked*

The following meetings will be held in person (unless noted) and with an option to join virtually over Zoom video conferencing. For information about how to join a Zoom meeting, see:

<https://support.zoom.us/hc/en-us/articles/201362193-How-Do-I-Join-A-Meeting->

- **June 15 or 22 (TBD), 3:30-5:30pm**
- July 20, 3:30-5:30pm
- August 17, 3:30-5:30pm



Board Meeting Minutes
March 23, 2023 - 3:30PM-5:00PM

MEETING LOCATION: Gold Ridge Resource Conservation District, 2776 Sullivan Road, Sebastopol, CA 95472
Board meeting was held in person and remotely

District Directors: Joe Dutton, President; Mel Sanchietti, Director; Guy Smith, Director; Elias Zegarra, Director, Vacancy

Associate Directors: Chris Choo, Temra Costa

1. Call to order, Determination of a Quorum, Introductions

Meeting was called to order at 3:35

Directors present: Joe Dutton, Mel Sanchietti, Guy Smith, Elias Zegarra,

Directors absent:

Associate directors present: Temra Costa

Associate Directors absent: Chris Choo

Staff present: Brittany Jensen, Noelle Johnson, Joe Pozzi, Michele Harris, Mare O'Connell,

Other attendees: Tess Polizzotti and Angel Arcuri, AmeriCorps

2. Additions/Changes to the Agenda (Gov. Code 54954.2 (B))

None.

3. Public Comment: Public may comment on agenda items when they are discussed. Speakers are asked to limit comments to three minutes (Gov. Code 54954.3(a)).

None.

4. Informational Items

a. Gold Ridge RCD Updates & Notices

i. Director Vacancy

ii. UCCE letter addressing County of Sonoma Coastal Plan

b. Report out on Ad Hoc Financial Sustainability Committee Meeting (Mare O'Connell)

i. Meeting was held 3/23, No action items were heard

c. NRCS Report No NRCS staff were in attendance.

5. Consent Calendar

a. February Meeting Minutes, March 2023 Grant Status Report (Brittany Jensen)

Motion to approve Item 5: 1st Sanchietti, 2nd Smith. Ayes: Sanchietti, Dutton, Smith, Zegarra. Nays: None. Abstentions: None

6. Action Items

a. Approval of Financial Report, and Warrant Request for FY 22/23 through December 2022
(Mare O'Connell)

*Motion to approve Item 6A: 1st Sanchietti, 2nd Smith. Ayes: Sanchietti, Dutton, Smith, Zegarra. Nays: None.
Abstentions: None*

b. Approval of Executive Director to Enter into Contract for \$500,000 for wildlife habitat restoration through a contract with the California Association of Resource Conservation Districts (CARCD) through a block grant from the Wildlife Conservation Board. (Noelle Johnson)

*Motion to approve Item 6b: 1st Smith, 2nd Zegarra. Ayes: Sanchietti, Dutton, Smith, Zegarra. Nays: None.
Abstentions: None*

c. Approve Revised 2022/23 Budget (Mare O'Connell)

*Motion to approve Item 6c: 1st Sanchietti, 2nd Smith. Ayes: Sanchietti, Dutton, Smith, Zegarra. Nays: None.
Abstentions: None*

d. Approve Revised Policy 3415 Employee Compensation (Brittany Jensen)

*Motion to approve Item 6d: 1st Smith, 2nd Zegarra. Ayes: Sanchietti, Dutton, Smith, Zegarra. Nays: None.
Abstentions: None*

7. Future Agenda Items

Update on Well Ordinance, Update on Local Coastal Plan

8. Adjournment

Meeting adjourned 5:00pm

May 18, 2023 Gold Ridge Resource Conservation District - Grant Status Report FY 22/23

	Current Grants in Progress	Grant #	RCD Lead Staff	Grant Amount	Billings to Date	Amount Left to Bill	Completion Date
108	SCWA RR Cooperative 1617-156C	SCWA	Noelle Johnson	\$ 100,000.00	\$ 93,032.28	\$ 6,967.72	6/30/2023
	This 2-year cooperative agreement provides cost share for outreach, RR fisheries proposal development, water quality monitoring, and GSA participation. A proposal has been submitted for a nother 2 years of funding.						
117	Caltrans Gleason Beach Mitigation Project	Caltrans	John Green	\$ 276,727.50	\$ 273,327.56	\$ 3,399.94	12/31/2021
	We continue to work with Caltrans and the landowners on details of the proposed conservation easement and management plan, and submitted a scope and budget for work to prepare for implementation of mitigation projects.						
127	Blanchard Ranch Erosion Control Project	SCWA	John Green	\$ 92,400.00	\$ 91,667.20	\$ 732.80	6/30/2022
	All project work is complete. We will be maintaining riparian plantings and monitoring plant survival through 2024.						
149	Healthy Soils Demonstration Project - Gabriel Farm	CDFA	Adriana Stagnaro	\$ 249,508.21	\$ 222,722.63	\$ 1,785.58	3/31/2023
	This project is in its final season. So, far the research as not detected an impact on soil health from the application of compost tea spray applied at a rate to the orchard row of 100 gallons per acre.						
153	CASGEM 2019-2023	SCWA TW 13.14-039	Will Spangler	\$31,999.50	\$23,717.53	\$ 8,281.97	6/30/2023
	Spring monitoring was completed in April 2023.						
156	Sweetwater Nursery Off-Channel Habitat Design	DFW #Q1930402	Sierra Cantor	\$ 218,595.90	\$ 217,691.32	\$ 904.58	3/31/2023
	Closed out this grant. Completed the water quality sampling summary report, prepared the water quality data for CEDEN submittal, submitted the final 100% design plans and final report.						
157	CDFA Tech Assistance - HSP and AMMP	CDFA #19-0883-000-S0	William Hart	\$ 98,921.02	\$ 49,961.91	\$ 48,959.11	3/31/2023
	The Healthy Soils Program is currently closed for applications. CDFA is going to offer a block grants of \$2-5 million per applicant with a grant term of 4 years. Per On-farm project cap is \$200,000.						
160	Ebabias Creek Riparian Restoration Project	State Coastal Conservancy Prop 1	William Hart	\$ 200,000.00	\$ 199,967.69	\$ 32.31	3/31/2023
	The project funding ends in March 2023. Site visit with Grant Manager is happening at the end of the month. Tess, our Grizzly Corps Fellow, is coordinating a work day in April and STRAW is planning a workday with Conservation Corps North Bay in April, as well.						
161	Atascadero Sediment Removal 65% Design	DFW #Q2096007	Sierra Cantor	\$ 551,220.34	\$ 448,880.01	\$ 102,340.33	3/15/2024
	Consulted with our regulatory partners (NCRWQCB, CDFW, USACE, Permit Sonoma) re: draft 30% conceptual plans and associated dewatering and anticipated wetland impacts; submitted 30% plans for CDFW review; began planning landowner and focused TWG mtgs.						
162	Rainwater Rebate and Streamflow Enhancement Pilot	DWR	Noelle Johnson	\$ 420,324.00	\$ 240,447.80	\$ 179,876.20	3/31/2025
	The Qualified Water Efficient Landscaper (QWEL) training module is being finalized, with training planned for late summer. Staff are also assisting to coordinate a more elaborate, complementary workshop through ARCSA. Aside from funds specific to certain areas, our county-wide design assistance funds have been spent, and rebate funds have been almost completely earmarked, so we're working to pull in more funds to continue the program.						
164	Mt. Gilead Streamflow Enhancement Design	WCB Streamflow (through NCR&DC)	John Green	\$ 314,491.00	\$ 239,510.88	\$ 74,980.12	12/31/2023
	PCI has completed design for a large-scale (400,000 gallons) rainwater catchment project. We have been awarded full implementation funding from the Department of Fish and Wildlife.						
165	Alliance Redwoods Implementation	WCB Streamflow (through NCR&DC)	John Green	\$ 1,500,610.60	\$ 618,881.34	\$ 881,729.26	12/31/2023
	Phase 1 of the project is nearly complete, with sod in place and irrigation system components operational. We have requested additional funding from both grantors to accommodate cost escalation, and are preparing for Phase 2 bidding.						
166	SCAPOS Education/Outings 2020-23	Subcontract with SRCD	Adriana Stagnaro	\$ 78,387.00	\$ 34,980.43	\$ 43,406.57	6/30/2023
	Subcontract to SRCD for public outings through the TEAM, FARMS, and Ag Heritage programs. Planning underway for Spring 2023 trips to Dutton Ranch and Duckworth Farms, as well as two Ag Heritage events to be hosted this spring and summer at AOS conservation easement properties.						
172	Anonymous Foundation Project Tracker		Brittany Jensen	\$ 50,000.00	\$ 49,507.69	\$ 492.31	
	Project moving along, improvements and engagement beginning						
173	CalFire NBFIP		Adriana Stagnaro	\$ -	\$ -	\$ -	3/31/2024
	Contracted for 2 projects in GRRCD. Next round of applications will open March 2023.						
185	Green Valley Rural Water Conservation - Phase II	Wildlife Conservation Board (through NCR&DC)	Will Spangler	\$ 870,121.00	\$ 869,850.24	\$ 270.76	2/28/2024
	Construction of four rural residential rainwater catchment systems is underway, with three complete and the fourth to be completed in spring 2023. We have requested additional funding from WCB to complete construction.						
186	Salmon Creek School Rainwater Catchment Project	Wildlife Conservation Board (through NCR&DC)	John Green	\$ 3,279,111.88	\$ 3,133,070.76	\$ 146,041.12	4/30/2024
	Construction of the rainwater system and field upgrades is nearly complete. We will continue to monitor streamflow and habitat through 2023.						
187	Green Valley, Atascadero, and Dutch Bill Creek Flow Enhancement Plan	Wildlife Conservation Board (through CRWI)	Sierra Cantor	\$ 15,650.00	\$ -	\$ 15,650.00	4/30/2025
	Received and reviewed the subcontract from CRWI.						
188	Atascadero/Green Valley Flow & Habitat Enhanc Master Plan	Wildlife Conservation Board (through CRWI)	Sierra Cantor/Noelle Johnson	\$ 95,947.07	\$ 52,637.50	\$ 43,309.57	5/1/2025
	Submitted the 2023 monitoring plan to CRWI; continued continuous water quality monitoring in Walker (WAC02) and Atascadero (ATC27); negotiated a new LAA with the new landowner who recently purchased one of the project parcels.						
189	Alliance Implementation cost share	DFW #Q2030400	John Green	\$ 594,889.00	\$ 271,781.11	\$ 323,107.90	4/30/2024

	Current Grants in Progress	Grant #	RCD Lead Staff	Grant Amount	Billings to Date	Amount Left to Bill	Completion Date
	Cost share for #165, received an additional \$80,000 to cover cost escalation.						
190	Iron Horse Fish Screen Implementation	DFW #Q2030403	John Green	\$ 267,295.00	\$ 155,781.89	\$ 111,513.11	3/31/2023
	Permitting is in process, construction scheduled for summer of 2023. We received an additional \$31,733 in funding to cover construction costs that have increased with inflation.						
196	Conservation Partners Program V	NFWF #72172	Noelle Johnson	\$ -	\$ -	\$ -	7/31/2024
	TA and design funding for streamflow and habitat enhancement projects on EQIP-eligible properties in the lower Russian River and Salmon Creek. We are serving as project lead, but the majority of the funds are actually for SRCD. We've identified several potential design sites through the rainwater catchment rebate applications submitted through #162.						
197	NFWF 73962 IH Cost Share		John Green	\$ 34,906.89	\$ 24,107.12	\$ 10,799.77	7/29/2023
	Cost share for #190 to provide additional funds for permitting complications.						
199	North Bay Monarch Working Group	NFWF Monarch Program #72785	Noelle Johnson	\$ 2,952.22	\$ 2,952.22	\$ 0.00	3/31/2024
	We continue to work with numerous partners to install habitat patches on farms, wildland areas, and school and community gardens throughout the 5-county project area. We have also worked with landowners renting the no till drill who are interested in seeding wildflowers and/or milkweed, and are coordinating with Monarch Joint Venture to find more locally appropriate seed sources. We're ramping up milkweed propagation for distribution this summer, and are planning implementation work on overwintering sites.						
201	Atascadero Outreach and WC Planning	DFW Cutting Green Tape	Noelle Johnson	\$ 85,568.00		\$ 85,568.00	3/15/2025
	Funding for outreach, technical assistance, and design to promote the rainwater catchment rebate program (#162) among riparian water users in the Redwood, Jonive, and Sexton Creek subwatersheds. We are beginning outreach as limited rebate funding is now available through #162.						
202	Greene Off-Channel Habitat Design Project	DFW Cutting Green Tape (through NCR&DC)	Sierra Cantor	\$ 72,208.00	\$ 8,614.68	\$ 63,593.32	3/15/2025
	Design for an off-channel habitat project connecting the Sweetwater Nursery design to the off-channel habitat being implemented at Iron Horse vineyards. Worked with NCR&DC, PCI staff to scheduled field work (survey, biological assessment, operation of PT).						
203	Mt. Gilead Water Conservation Project Implementation	DFW Cutting Green Tape	John Green	\$ 1,406,465.00		\$ 1,406,465.00	
	Partial funding to implement designs developed through #164. We have received cost share funding. We are currently awaiting a grant agreement.						
204	NCRP Rainwater Catchment Rebate Pilot Program	County Climate Resilience Fund	Noelle Johnson	\$ 161,548.00	\$ 61,785.44	\$ 99,762.57	11/30/2024
	Flexible cost share towards #162 to support and expand the rainwater catchment rebate program throughout the county.						
205	RCPA Compost	County Climate Resilience Fund	William Hart	\$ 81,750.00	\$ 3,469.50	\$ 78,280.50	12/31/2023
	Multi-partner effort to expand compost application on both agricultural and community sites. Application period is open and it closes at the end of March. We are offering rebates to cover 85% of the costs of compost and we have a cap of \$25,000 per project. We held an informational webinar on March 8th - a recording of the workshop is available on our YouTube channel. Sonoma RCD is going to do more outreach this month about the application. Sonoma Marin Farm News article about the program is in this month's edition. We will screen and rank projects in April and award projects after discussion with the group. Gold Ridge will implement 2-4 projects and Sonoma will implement 6-8.						
206	After the Fire- RCPP Forest Grassland	USDA NRCS Regional Conservation Partnership Program (RCPP)	Brittany Jensen	\$ 34,402.00	\$ -	\$ 34,402.00	5/31/2023
	This is a multi year, multi-county grant from USDA NRCS administered by After the Fire for RCDs in Gold Ridge, Sonoma, Napa, Lake, Solano, Yolo and Colusa counties. This is a program to help land participants plan, sign up and implement forest health practices funded by NRCS. Gold Ridge RCD will use these funds to hire a GrizzlyCorps staff to help with technical assistance, education and outreach. William will supervise the Fellow. New funds that may fluctuate will be added each year.						
207	LandSmart Community Grazing II	SCAPOS	William Hart	\$ 355,513.00	\$ 36,947.50	\$ 318,565.50	12/31/2023
	We received 19 applications for the second phase of the program, with seven applicants from the GR District. We are developing projects at Ya Ka Ama, a multi-property project with the Harston Ranch, and two other rural residential properties in the District. All projects will be implemented this year.						
208	Salmon Creek Rural Water Conservation Project - Phase II	DFW Voluntary Drought Initiative	Noelle Johnson	\$ 250,000.00		\$ 250,000.00	8/31/2025
	Provides funding for design, materials rebates, and direct tank purchases for residential rainwater catchment systems to offset stream diversions in the Salmon Creek Watershed. We've completed designs on 5 sites, with landowners planning to construct this summer.						
209	Community Foundation			\$ 10,000.00	\$ 3,302.58	\$ 6,697.42	
	Provided as a housing stipend for our Americorps Fellow						
211	Conservation Outreach Cooperative Agreement	NRCS Equity Program (through CARCD)	Noelle Johnson	\$ 22,483.00	\$ 7,341.06	\$ 15,141.94	3/21/2024
	Funding to continue working to expand programming into underserved areas, and to revamp our participation in the Food Systems Alliance and other regional collaborations. This is supporting out work towards #224 as we await our subcontract.						
212	West County Defensible Space Capacity Building	FP-LNU-0299 Subcontract with Fire Safe Sonoma	Adriana Stagnaro	\$ 245,520.00	228,982.50	\$ 16,537.50	
	Funds defensible space work in the Occidental, Camp Meeker, Monte Rio, Forestville communities; Provides incentive dollars for defensible space labor, establishes a west county chipper program in partnership with local fire departments, and educates through workshops and field tours. Four chippers have been purchased and will be transferred to fire departments in March. Press release is pending.						
213	North Bay Forest Improvement Program Phase II	After the Fire USA Subcontract	Adriana Stagnaro	\$ 91,045.00		\$ 91,045.00	1/24/2022 to 3/31/2026
	Continues North Bay Forest Improvement Program under a new contract with After the Fire USA (formerly Rebuild North Bay Foundation).						
214	RLF 22-23	Resources Legacy Fund	Noelle Johnson	\$ 40,000.00	\$ 14,369.00	\$ 25,631.00	11/30/2023
	General support for RCD programs that benefit water quality within the Russian River Watershed.						
215	Mt. Gilead Water Conservation Project cost share	DFW FRGP	John Green	\$ 868,715.00		\$ 868,715.00	

	Current Grants in Progress	Grant #	RCD Lead Staff	Grant Amount	Billings to Date	Amount Left to Bill	Completion Date
	This grant and #203 provide construction funding for the large-scale rainwater and conservation project at Mt. Gilead. We have finalized a grant agreement with DFW.						
216	Lower Green Valley Off-Channel Habitat - Iron Horse	DFW FRGP	Sierra Cantor	\$ 1,886,554.00		\$ 1,886,554.00	
	This project will implement a fisheries improvement project through off-channel habitat for high flow refugia. Received the grant agreement, began working on PCI's subcontract.						
217	2023 Forest Conservation Conference	SCAPOS	Adriana Stagnaro	\$ 100,000.00		\$ 100,000.00	
	GRRCD will be working with consultants and the Sonoma County Forest Working Group to help put on a Forest Conference June 2023.						
218	PIT Operations	OSPR/NFWF	John Green	\$ 21,635.97		\$ 21,635.97	
	This grant supports the continuation of running an antennae to pick up fish movement in Russian River tributaries. This program used to be run by UC SeaGrant and will now be run by GRRCD staff in partnership with Sonoma Water.						
219	Climate Resilience through Habitat Restoration	Wildlife Conservation Board (through CARCD)	Noelle Johnson	\$ 500,000.00		\$ 500,000.00	3/31/2027
	Flexible 5-year funding for carbon farm plan implementation, monarch/pollinator habitat restoration, and other wildlife habitat restoration projects. We are starting outreach and planning and working towards CEQA compliance for small-scale projects to be implemented this summer.						
220	Amador RCD Tech Assistance with HSP Riparian Forest Buffer	Amador RCD	Will Spangler	\$ 7,434.00		\$ 7,434.00	2/6/2024
	Fee for service funding to assist Amador RCD in providing technical assistance on the riparian forest buffer practice for a CDFA Health Soils Project near Plymouth, CA						
221	CDFA Conservation Ag Planning	CDFA	William Hart	\$ 225,000.00		\$ 225,000.00	6/30/2025
	A two-yr grant providing per-plan funding for a variety of farm plans						
222	Lower Russian River Coho Habitat Restoration Project	NOAA Transformation Habitat/Coastal Resilience	Noelle Johnson	\$ 8,452,211.00		\$ 8,452,211.00	5/30/2027
	Design and implementation funding for multiple stream habitat restoration projects in Willow Creek, Green Valley Creek, and Atascadero Creek. The pending grant agreement will start June 1, but we are able to begin critical activities up to 90 days prior.						
223	DFW GV/DB Flow Releases	DFW Q2330001-3	John Green	\$ 84,000.00		\$ 84,000.00	3/31/2026
	Funding to operate and monitor flow releases from the Camp Meeker Rec & Park water treatment facility into Dutch Bill Creek, and from two agricultural ponds into upper Green Valley Creek, to augment summer streamflow to enhance habitat conditions for salmonids and other aquatic species. We are awaiting grant agreements from DFW.						
224	Sonoma County Farm-to-School Capacity Building Project	CDFA CA Farm to School (through NCR&DC)	Noelle Johnson	\$ 78,687.00		\$ 78,687.00	11/30/2024
	Pilot program to improve access to healthy, locally grown produce in school food programs through facilitation of greater procurement from local small farms and vitalization of school garden programs. We are awaiting our subcontract.						
225	Sonoma County Vital Streams and Forests Project	NRCS RCPP AFA (through SCAPOS)	Will Spangler	\$ 154,500.00		\$ 154,500.00	
	Supporting SCAPOS in implementing a county-wide riparian easement program. GRRCD will provide outreach, riparian restoration plan development, and implementation oversight						
	TOTAL IN PROCESS			\$24,483,350.03	\$7,626,651.85	\$16,831,698.18	
	Submitted Proposals	Funder/Program		Total Amount	Amount for GRRCD	Amount Anticipated	Status
	LandSmart Grazing Program for Community Resilience	State Coastal Conservancy 2021 Wildfire Resiliency Program	William Hart	\$ 807,613.00	\$ 807,613.00	\$ 807,613.00	selected for funding
	Sonoma Marin Ag and County Climate Coalition	USDA Climate Smart Commodities	Brittany Jensen / William Hart	\$ 10,000,000.00	\$ 3,000,000.00	\$ 2,298,426.20	selected for partial funding
	Organic Valley Carbon Insetting Program	USDA Climate Smart Commodities	Brittany Jensen / William Hart		\$ 181,970.00	\$ 181,970.00	selected for funding
	So RR Watershed Cons and Forest Wildfire Resilience Project	NFWF CA Forests: Headwater Resilience 2022	Adriana Stagnaro	\$ 450,000.00	\$ 190,318.47	\$ 190,318.47	selected for funding
	North Coast Soil Hub TA for Grazing Lands	USDA Grazing Lands Conservation Initiative	William Hart	\$ 299,894.00	\$ 299,894.00	\$ 299,894.00	selected for funding
	General Support 2023-2024	Anonymous Foundation	Brittany Jensen/Noelle Johnson	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	selected for funding
	Salmon Creek Rural Water Conservation - Phase III	DFW FRGP	Noelle Johnson	\$ 225,301.21	\$ 225,301.21		submitted 04/20/2023
	RCD Funding Request for Forests and Community Resilience	County of Sonoma	Brittany Jensen/Adriana Stagnaro	\$ 900,000.00	\$ 688,364.00	\$ 900,000.00	Agreement in negotiation
	LandSmart Grazing Program for Community Resilience	CALFIRE	William Hart/Brittany Jensen	\$ 2,840,000.00	\$ 1,200,000.00		submitted 3/14/2023
	RR Cooperative Agreement 2023-2025	Sonoma County Water Agency	Noelle Johnson	\$ 100,000.00	\$ 100,000.00		submitted 03/09/2023
	TOTAL PROPOSED			\$ 15,672,808.21	\$ 6,743,460.68	\$ 4,728,221.67	
	Recently Completed Projects	Grant #		Amount			Completed



Action Item 6-A

TO: BOARD OF DIRECTORS
FROM: Mare O'Connell
SUBJECT: Financial Summary Report for March 2023
DATE: May 18, 2023

Financial Summary for March 2023

This report covers the first nine months and the third quarter of the fiscal year 2022-23.

In the **Statement of Net Assets** GRRCD's **accounts receivable** are \$2,338,922 plus a **retention receivable** (grant funds withheld pending closure) of \$494,665 for a total of \$2,833,587 from grant activity. The large receivable includes about a \$1.5 million receivable from the Wildlife Control Board for the Salmon Creek School Rainwater project, and a similar amount in accounts payable owed to Harmony Union School District. The unexpended portion of our advance payments to date totals \$489,546 appears as deferred revenue (a liability) on the balance sheet. Deferred revenue represents all advance payments from various grant sources less expenditures to date.

Our county bank balance is in the positive at \$439,521 owing to our advance payments by grantors. Our payroll account at Exchange Bank has a positive balance of \$29,734. Small accounts totaling \$570 are also reflected in the bank balances.

The **accounts payable** balance is \$2,383,326 for the current month. Other liabilities include a credit card payable of \$5,732, deferred revenue as noted above, paid time off liability (compensated absences) of \$32,776 updated as of June 30, 2022, and accrued expenses of \$25,787 representing payroll expense from February paid in March.

Our **equity** this month is a positive \$512,120 with capital assets of \$22,819, fund balance of \$454,753 and net income for the year to date in the positive at \$34,548.

The Statement of Operations for the year to date through March reports \$5,550,442 in total revenue and \$5,513,364 in expenses (including principal payments on the truck) for a net gain of \$34,548. We have received approximately 85% of budgeted revenue to date and 85% of budgeted expenditures.

Definitions:

- *Statement of Net Assets* (the balance sheet) lists all our assets, both cash and noncash:
- *Assets* include our cash in bank, funds expected from our grant activity but not yet received ("accounts receivable" and "retention receivable"), prepaid expenses, and the value of our physical assets.
- *Liabilities* are made up of money we owe to vendors, cash advances from grantors, credit card and payroll liabilities.
- *Equity* is the difference between our assets and liabilities or net worth as an organization.
- *Net Income* is the difference between assets and liabilities in this Fiscal Year
- *Statement of Operations* shows income and expenses for the current period.

GOLD RIDGE RESOURCE CONSERVATION DISTRICT**Statement of Net Assets****As of March 31, 2023**

05/03/23

Accrual Basis

	<u>Mar 31, 23</u>	<u>Mar 31, 22</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings	469,872.93	318,561.72	151,311.21	47.5%
Accounts Receivable	2,338,921.93	679,591.36	1,659,330.57	244.2%
Other Current Assets	624,013.68	176,897.62	447,116.06	252.8%
Total Current Assets	<u>3,432,808.54</u>	<u>1,175,050.70</u>	<u>2,257,757.84</u>	<u>192.1%</u>
Fixed Assets	24,906.54	36,119.00	-11,212.46	-31.0%
TOTAL ASSETS	<u>3,457,715.08</u>	<u>1,211,169.70</u>	<u>2,246,545.38</u>	<u>185.5%</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	2,383,326.46	451,792.77	1,931,533.69	427.5%
Credit Cards	5,731.99	2,831.48	2,900.51	102.4%
Other Current Liabilities	556,536.90	384,504.12	172,032.78	44.7%
Total Current Liabilities	<u>2,945,595.35</u>	<u>839,128.37</u>	<u>2,106,466.98</u>	<u>251.0%</u>
Total Liabilities	2,945,595.35	839,128.37	2,106,466.98	251.0%
Equity				
321 · Net Assets in Capital Assets	22,819.00	22,819.00	0.00	0.0%
3900 · Fund Balance/Net Assets	454,752.98	95,621.57	359,131.41	375.6%
Net Income	34,547.75	253,600.76	-219,053.01	-86.4%
Total Equity	<u>512,119.73</u>	<u>372,041.33</u>	<u>140,078.40</u>	<u>37.7%</u>
TOTAL LIABILITIES & EQUITY	<u>3,457,715.08</u>	<u>1,211,169.70</u>	<u>2,246,545.38</u>	<u>185.5%</u>

GOLD RIDGE RESOURCE CONSERVATION DISTRICT Statement of Operations, Actual vs Budget

05/03/23

Accrual Basis

	Jul '22 - Mar 23	Budget	% of Budget
Ordinary Income/Expense			
Income			
Income from Property Taxes			
1000 · Property Taxes - CY - 40002	20,671.77	34,000.00	60.8%
Income from Property Taxes - Other	0.00	0.00	0.0%
Total Income from Property Taxes	20,671.77	34,000.00	60.8%
Program Revenue			
Program Income Detail			
Foundation	64,688.79	70,850.00	91.3%
2590 · Soil Conservation Rev. - 42610	0.00	6,329,150.00	0.0%
Local Grant Income	360,506.18		
Fee for Service	14,408.99		
Federal Grant Income	543,904.73		
State Grant Income	4,391,566.92		
Total Program Income Detail	5,375,075.61	6,400,000.00	84.0%
Program Revenue - Other	146,372.15		
Total Program Revenue	5,521,447.76	6,400,000.00	86.3%
Other Income			
4040 · Miscellaneous Revenue - 46040	900.00	0.00	100.0%
4102 · Donations - 46029	7,422.05	7,000.00	106.0%
Total Other Income	8,322.05	7,000.00	118.9%
Total Income	5,550,441.58	6,441,000.00	86.2%
Expense			
Salaries and benefits			
6561 · COVID-19 Expenses	0.00		
5910 · Wages - 50701	460,129.61	628,297.00	73.2%
5922 · Payroll Taxes - FICA - 50753	34,877.25	47,122.00	74.0%
5923 · Cal PERS Retirement - 50755	55,872.47	71,026.00	78.7%
5930 · Health Insurance - 50801	39,296.12	56,387.00	69.7%
5935 · Payroll Taxes/Unemploy - 50806	1,112.41	2,628.00	42.3%
5940 · Workers Compensation - 50808	1,435.40	2,980.00	48.2%
6560 · Payroll Expenses	341.25	500.00	68.3%
Total Salaries and benefits	593,064.51	808,940.00	73.3%
Direct Costs			
6539 · Rebates to Property Owners	84,754.84		
6505 · Valley Ford Schoolhouse	2,438.55		
6510 · Other Direct Services	1,525.56	125,000.00	1.2%
6509 · Direct Travel, Tran & Mileage	1,077.96		
6507 · Direct Equipment & Main - 51061	0.00	23,200.00	0.0%
6508 · Direct Materials & Supp - 52071	21,030.97	105,000.00	20.0%
6540 · Subcontractors - 51249	4,715,094.89	5,168,910.00	91.2%
6589 · Permits - 51244	20,676.61	32,950.00	62.8%
Total Direct Costs	4,846,599.38	5,455,060.00	88.8%
Overhead			
6041 · Maintenance Equipment - 51061	0.00	1,000.00	0.0%
6042 · Insurance - (Vehicle) - 51042	0.00	2,000.00	0.0%
6462 · Miscellaneous Expense	0.00	0.00	0.0%

GOLD RIDGE RESOURCE CONSERVATION DISTRICT
Statement of Operations, Actual vs Budget

05/03/23

Accrual Basis

	<u>Jul '22 - Mar 23</u>	<u>Budget</u>	<u>% of Budget</u>
Interest Expense			
7919 · Interest Expense - Credit Card	394.12		
7920 · Interest on LT Debt - 53103	(3,635.58)	2,500.00	(145.4)%
Interest Expense - Other	166.14		
Total Interest Expense	(3,075.32)	2,500.00	(123.0)%
6040 · Communications/WebSite - 51021	3,155.91	5,000.00	63.1%
6045 · Telephone - 51022	3,017.10	4,500.00	67.0%
6085 · Janitorial Services - 51032	2,210.00	3,500.00	63.1%
6103 · Liability Insurance - 51041	3,739.42	11,500.00	32.5%
6280 · Dues and Memberships - 52091	6,857.47	8,700.00	78.8%
6400 · Office Supplies - 52111	1,012.53	1,500.00	67.5%
6410 · Postage - 52114	248.83	500.00	49.8%
6430 · Printing Services - 51241	2,407.07	3,500.00	68.8%
6461 · Other Supplies - 52101	1,607.10	2,000.00	80.4%
6500 · Information Tech Svc - 51209	3,875.00	5,500.00	70.5%
6521 · County Services - 51916	1,025.85	5,700.00	18.0%
6538 · Training/Conference Exp - 51601	2,293.52	7,500.00	30.6%
6587 · LAFCO Charges - 52091	932.00	0.00	100.0%
6630 · Legal & Audit/ Accting- 51206	14,771.50	15,000.00	98.5%
6840 · Rent - 51421	23,000.00	35,000.00	65.7%
6890 · Computer Hardware/Softwar 52142	2,521.91	6,000.00	42.0%
7300 · Transportation/Travel - 51602	2,460.71	8,500.00	28.9%
7330 · Sanitation - 51031	527.31	705.00	74.8%
7360 · Gas, Electric and Water - 52193	2,377.27	2,500.00	95.1%
8561 · Office Equipment - 54000	0.00	0.00	0.0%
9000 · Appropriation for Contingencies	0.00	40,000.00	0.0%
Total Overhead	74,965.18	172,605.00	43.4%
Total Expense	5,514,629.07	6,436,605.00	85.7%
Net Ordinary Income	35,812.51	4,395.00	814.8%
Other Income/Expense			
Other Income			
4100 · Unrealized gains & losses	6,052.28		
Total Other Income	6,052.28		
Other Expense			
53101 · Principle Payments LT Debt	7,317.04	600,000.00	1.2%
Total Other Expense	7,317.04	600,000.00	1.2%
Net Other Income	(1,264.76)	(600,000.00)	0.2%
Net Income	34,547.75	(595,605.00)	(5.8)%



Action Item 6B

TO: BOARD OF DIRECTORS
FROM: Mare O'Connell
SUBJECT: Preliminary Budget FY 2023-2024
DATE: May 18, 2023

Summary

The Preliminary Budget for fiscal year 2023-2024 is due to be submitted to the county by the end of May. It is submitted for your approval and signature.

Background

Staff projects estimated grant revenue and grant related expenses from all active grants, as well as staff and overhead costs. Revenue from non-grant sources such as property tax revenue, donations and so forth are also projected. The budget requires board approval prior to submission to the county. This budget is preliminary, and the final budget will not be submitted until September allowing ample time for changes.

Discussion

The upcoming year preliminary budget projects \$8,237,839 total revenue. This includes \$7,518,273 in grant revenue, \$78,566 in foundation revenue, \$7,000 in donations. Expenditures are estimated to be \$8,235,101 which includes a \$45,000 reserve for contingencies and a small net income of \$2,738.

Fiscal Information

As noted above, this budget projects a total of \$47,738 excess of revenue over expenditures with \$45,000 set aside for contingencies and a small net income of \$2,738.

Staff Recommendation

Approval of preliminary budget.

List of Attachments

1. Sonoma County Itemized Revised Budget and Cover Signature Form
2. Anticipated Ending Cash Balances 2023-24

**FY 2023-24 Preliminary Budget Summary
Gold Ridge Resource Conservation District
73251
68010100**

(1)* Estimated Beginning Fund Balance @7/01/23:	\$485,725
(2) Plus: Budgeted FY 2023-24 Revenues: (total from attached worksheet)	8,237,839
(3) Less: Budgeted FY 2023-24 Expenditures: (total from attached worksheet)	(8,235,101)
(4)* Estimated Ending Fund Balance @6/30/24:	\$488,463
(5) Preliminary Budget Approval Date: (Please have your Board Members sign below or attach resolution confirming approval)	<input style="width: 150px; height: 20px;" type="text"/>

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

* If District Fund Balance is separated into multiple categories, each district should keep records to identify how much beginning and ending fund balance is available for each fund balance category and should work with their external auditors to identify appropriate GASB 54 fund balance classifications.

**Gold Ridge RCD
72351
68010100**

Account	Account Description	FY 2023-24 Preliminary
40002	Prop Tax - CY,Secured	34,000.00
40000	Total Tax Revenue	34,000.00
41000	Total Licenses,Permits,Franchises	-
42601	County of Sonoma	-
42610	Other Governmental Agencies/Grants	7,518,273.00
42000	Total Intergovernmental Revenues	7,518,273.00
46029	Donations/Contributions	7,000.00
46040	Miscellaneous Revenue (Private Foundation)	78,566.00
46040	Miscellaneous Revenue Other	-
46040	Miscellaneous Revenue Other	-
46000	Total Miscellaneous Revenues	85,566.00
47102	Transfers In - btw Govtl Funds	600,000.00
47103	Transfers In - All Others	-
47000	Total Other Financing Sources	600,000.00
Grand Total Revenues		8,237,839.00
50701	Perm Position - Local Bds	932,266.34
50753	FICA Retirement - Local Bds	71,318.38
50756	Medicare Local Boards	-
50755	PERS - Local Bds	85,665.80
50756	Medicare - Local Bds	-
50801	Health Ins - Local Bds	68,174.00
50802	Disability - Local Bds	-
50803	Dental - Local Bds	7,344.00
50804	Life Ins - Local Bds	-
50805	Vision - Local Bds	-
50806	Unemployment - Local Bds	1,666.00
50808	Worker's Comp - Local Bds	3,646.44
50000	Total Salaries and Employee Benefits	1,170,080.96
51021	Communication Expense	6,000.00
51022	Telecom. Lines (non ISD) Telephone	5,000.00
51031	Waste Disposal Services	750.00
51032	Janitorial Services	3,500.00
51041	Insurance - Liability	12,000.00
51042	Insurance - Premiums (Vehicle)	2,000.00
51061	Maintenance - Equipment	1,000.00
51206	Accounting/Auditing Services	20,000.00
51209	Information Tech Svc (non ISD)	6,000.00

**Gold Ridge RCD
72351
68010100**

		FY 2023-24
		Preliminary
Account	Account Description	
51241	Outside Printing and Binding	3,500.00
51242	Bank Charges/QB payroll Processing	500.00
51244	Permits/License/Fees	20,800.00
51249	Other Professional Services (DirectSubcontractors	5,809,200.00
51421	Rents and Leases - Bldg/Land	37,500.00
51601	Training/Conference Expenses	7,500.00
51602	Business Travel/Mileage	8,500.00
51801	Other Direct Services Rebates	175,000.00
51916	County Services Chgs	6,500.00
	Interns Expense (to be detailed)	84,000.00
	Subtotal Services	6,209,250.00
52071	Materials and Supplies Expense (Direct Exp.)	121,085.00
52091	LAFCO Membership	1,200.00
52091	Memberships/Certifications	7,500.00
52101	Other Supplies (Overhead)	2,100.00
52111	Office Supplies	2,500.00
52114	Freight/Postage	500.00
52142	Computer Equipment/Accessories	7,500.00
52143	Computer Software/Licensing	10,000.00
52193	Utilities	3,000.00
52162	Miscellaneous Expense \$200 Misc + VFS fees)	
	Subtotal Supplies	155,385.00
51000	Total Services and Supplies	6,364,635.00
53101	Principal Payments - LT Debt	600,000.00
53103	Interest on LT Debt	2,500.00
53000	Total Other Charges	602,500.00
54305	Machinery and Equipment	52,885.00
54000	Total Capital Expenditures	52,885.00
55011	Appropriation for Contingenc	45,000.00
55000	Total Appropriations for Contingencies	45,000.00
	Grand Total Expenditures	8,235,100.96
	Increase/(Decrease) to Fund Balance	2,738.04



Action Item 6-C

TO: BOARD OF DIRECTORS
FROM: Michele Harris
SUBJECT: Approval of Resolution 2023-06 to Receive a Temporary Transfer (Line of Credit) from the County of Sonoma for FY 23/24
DATE: May 18, 2023

Summary

Approval of Resolution 2023-06 to Receive a Temporary Transfer (Line of Credit) from the County of Sonoma for FY 23/24.

Background

The RCD has relied on a temporary transfer (Line of Credit) through the County of Sonoma for the past many years to help pay for bills while the RCD waits for payments from the funders. The Line of Credit is not to exceed \$600,000 during the 2023/2024 fiscal year.

Fiscal Information

Gold Ridge RCD will be responsible for all interest paid on the Line of Credit during the fiscal year 23/24.

Staff Recommendation

Staff recommends that the Board approve Resolution 2023-06.

List of Attachments

1. Resolution 2023-06
2. Cash Balances fiscal year 23/24

Dated: May 18, 2023

RESOLUTION OF THE GOVERNING BOARD OF GOLD RIDGE RESOURCE CONSERVATION DISTRICT OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, REQUESTING FUND TRANSFER UNDER ARTICLE XVI, SECTION 6 OF THE STATE CONSTITUTION

RESOLVED by the Governing Board of the GOLD RIDGE RESOURCE CONSERVATION DISTRICT, a District of the County of Sonoma, State of California, that:

WHEREAS, this District does not have sufficient funds on hand to provide for the operation of the District during the 2023/2024 fiscal year, and

WHEREAS, Article XVI, Section 6 of the State Constitution authorizes a temporary transfer of funds in the custody of the County Treasurer upon approval of the Board of Supervisors, and

WHEREAS, the revenues to said District for the current fiscal year, July 1, 2023 to June 30, 2024, are budgeted at \$8,237,839.

NOW, THEREFORE, IT IS DETERMINED AND ORDERED as follows:

1. That the Board of Supervisors of the County of Sonoma is hereby requested to authorize a temporary transfer to this District on an as-needed basis of not to exceed \$600,000.00 during the 2023/2024 fiscal year; said sum will not exceed 85% of the revenues to said District during said fiscal year.

2. For the convenience of the County Treasurer and County Auditor a schedule of monthly-anticipated cash flow is attached hereto.

3. That the County Treasurer of the County of Sonoma be requested to recommend, and the County Auditor of the County of Sonoma be requested to acknowledge said transfer.

4. That certified copies of this resolution be forwarded by the Clerk of this Board to the Board of Supervisors of the County of Sonoma, the County Auditor and County Treasurer of this County.

The foregoing resolution was introduced by _____,

who moved its adoption, seconded by _____, and adopted on roll

call on May 18, 2023 by the following vote:

Board Member

Vote

Joe Dutton _____

Melvin Sanchietti _____

Elias Zegarra _____

Guy Smith _____

Ayes: _____ Noes: _____ Absent or not voting: _____

WHEREUPON, the Chair declared the foregoing resolution adopted, and
SO ORDERED.

Brittany Jensen, Executive Director
Gold Ridge Resource Conservation District

CLERK'S CERTIFICATE

I, Elias Zegarra, Clerk of the Governing Board of the Gold Ridge Resource Conservation District of the County of Sonoma, State of California, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a special/regular meeting of the Governing Board of said District, regularly held at the regular meeting place thereof, on May 18, 2023 of which meeting all the members of said Governing Board had due notice.

I further certify that said resolution has not been amended, modified, or rescinded since the date of its adoption and the same is now in full force and effect.

ATTEST: This 18th day of May 2023.

Clerk of the Governing Board of the Gold Ridge Resource Conservation
District,
County of Sonoma, State of California

COUNTY TREASURER'S AUTHORIZATION
(Per County of Sonoma Resolution 91-0271)

The attached request for borrowing complies with the requirements of Article XVI, Section 6, of the State Constitution and with Resolution 91-0271 of the County of Sonoma.

Approved By:

Eric Roeser
Auditor-Controller/Treasurer-Tax Collector
County of Sonoma

Date: _____

Amount to be collected on Property Tax Bill _____

Amount requested _____

Percent of Property Tax Bill Requested _____
(Not to exceed 85% of outstanding Grant Revenues)

Anticipated Monthly Ending Balances FY2023-24

Prepared May 8 , 2023

	Cash Income	Cash Expenditures	Cash Balances
Beginning Cash Balance			169,914.00
July	546,315.00	302,487.00	413,742.00
August	203,187.00	104,989.00	511,940.00
September	182,996.00	394,782.00	300,154.00
October	417,598.00	302,534.00	415,218.00
November	1,540,879.00	181,924.00	1,774,173.00
December	482,908.00	1,709,238.00	547,843.00
January	402,058.00	412,803.00	537,098.00
February	167,230.00	245,027.00	459,301.00
March	169,068.00	188,849.00	439,520.00
April	182,662.00	323,689.00	298,493.00
May	132,300.00	256,789.00	174,004.00
June	154,812.00	158,902.00	169,914.00
Totals	4,582,013.00	4,582,013.00	

-

Current Accounts Receivable as of 3/31/23 equal to \$2,338,922 see attached report

Selection of Larger Open Funding Agreements

162
164
190
196
199
202
204
205
206
207
208
212
217

Funding Agency	Funding Type	Agreement Number	Grant Amount	Amount left to Bill
NCIRWMP VII	State	4600013820	\$ 420,324.00	\$ 179,876.00
WCB Mt. Gilead	State	Grant # WC-2001-AP	\$ 314,491.00	\$ 74,980.00
DFW Iron Horse Fish Screen	Federal	Grant #Q2030403	\$ 267,295.00	\$ 111,513.00
Conservation Partners Program V	Federal	Grant #2004.21.072172	\$ 149,999.96	\$ 80,746.00
Northbay Monarch Working Group	Federal	Grant #2007.22.072785	\$ 174,999.74	\$ 86,001.00
DFW Greene OCH	State	Grant #Q2196501	\$ 72,208.00	\$ 63,593.00
County Climate Resilience	Local	TW 21/22-099	\$ 161,548.00	\$ 97,763.00
RCPA Compost	Local	CRF 1412	\$ 81,750.00	\$ 72,893.00
RCPA Forest Grasslands	Local	Project ID: 2516	\$ 117,086.00	\$ 102,304.00
SCAPOS LandSmart	Local	LandSmart Community Grazing II	\$ 355,513.00	\$ 345,957.00
DFW VDI Salmon	State	Grant #Q2230004	\$ 250,000.00	\$ 235,702.00
FP-LNU-0299	Local	21-FP-LNU-0299	\$ 245,520.00	\$ 228,823.00
2023 Forest Conservation	Local		\$ 100,000.00	\$ 79,915.00
		TOTAL	\$ 2,710,734.70	\$ 1,760,066.00

*85%

Line of Credit Request \$ 600,000.00 \$ 1,496,056.10



Action Item 6-D

TO: BOARD OF DIRECTORS
FROM: John Green (Will Spangler)
SUBJECT: Authorize the Executive Director to enter into contract with the North Coast Resource Conservation and Development Council for implementation of the Mt. Gilead Water Conservation and Streamflow Improvement Project for \$1,389,053
DATE: April 25, 2023

Summary

Authorize the Executive Director to enter into a contract with the North Coast Resource Conservation and Development Council (NCRC&DC) for implementation of the Mt. Gilead Water Conservation and Streamflow Improvement Project for \$1,389,053. NCRC&DC is acting as fiscal agent for a grant from the California Department of Fish and Wildlife.

Background

For several years, GRRCD has been working with Mt. Gilead Bible Camp (located in upper Green Valley Creek) to develop a project to reduce the volume of water drawn from a series of shallow alluvial wells adjacent to the creek, which are the camp's primary water source. In coordination with Mt. Gilead, a project design has been completed by Prunuske Chatham, Inc., (PCI) which incorporates two strategies for accomplishing this goal, both addressing the use of non-potable water for playing field irrigation. The first is implementation of a series of water conservation measures intended to substantially reduce the camp's demand for irrigation water. These measures include shrinking the irrigated area, replacement of the existing irrigation system with a more efficient system, aerating and composting the soil to improve rooting depth and water holding capacity, and installation of drought-tolerant turf. The second strategy is to develop a new source – storage rainwater – to provide a portion of the remaining irrigation water demand. A rainwater catchment system with a collection and storage capacity of 400,000 gallons of water will be constructed, and will include two 200,000-gallon tanks, the roofs of which will drain into storage. Because of the lack of large buildings at Mt. Gilead and the dispersed locations of existing buildings, the rainwater system will include construction of a pavilion structure over the camp's existing basketball court. This structure will act as a rainwater catchment surface and allow use of the camp to use the court area during winter rains.

Discussion

The total project cost (including permitting, construction, engineering oversight, monitoring and administrative costs) is estimated at \$2.26 million, with construction accounting for \$1.9 million of the total. Engineering oversight is estimated at \$132,000, and GRRCD's amount for contracting, oversight and other administrative tasks is just over \$122,124. To the extent possible this budget takes into account the substantial ongoing construction cost escalation that has occurred over the past two years.

With the North Coast Resource Conservation and Development Council as a fiscal sponsor, in 2021 GRRCD applied to the CDFW Cutting Green Tape/North Coast Coho Recovery Program for implementation funding and received a grant for just over \$1.4 million. This grant was awarded in 2022. In early 2022 we submitted a proposal to CDFW's Fisheries Restoration Grants Program (FRGP) for the remainder of the needed funding, which was awarded in December 2022.

Fiscal Information

The CDFW Cutting Green Tape/North Coast Coho Recovery Program grant agreement is expected to total \$1,406,465, or approximately 62% of the total cost. Of this amount, \$17,412 is earmarked for NCRC&DC to administer the grant. GRRCD is a subcontractor for the grant, with a total budget of \$1,389,053, of which \$89,087 will go to GRRCD costs, including staff time, mileage and permitting. The bulk of the budget will cover subcontractor costs, including construction, engineering oversight, water tanks and streamflow monitoring. The remainder of project costs are covered by the FRGP grant.

Staff Recommendation

Authorize the Executive Director to enter into contract with the North Coast Resource Conservation and Development Council for the Mt. Gilead Water Conservation and Streamflow Improvement Project for \$1,389,053.

List of Attachments

1. NCRC&DC contract
2. CDFW grant agreement

DRAFT - CONTRACT

between

North Coast Resource Conservation and Development Council

and

Gold Ridge Resource Conservation District

For

MT. GILEAD WATER CONSERVATION AND STREAMFLOW IMPROVEMENT PROJECT

Location of Project: Mt. Gilead Bible Camp & Conference Center

13485 Green Valley Road, Sebastopol, Sonoma County CA

This Contract (hereinafter the Contract) is between the North Coast Resource Conservation and Development Council (NCRC&DC) and the Gold Ridge Resource Conservation District (GRRCD) for services as part of NCRC&DC's engagement by the California Department of Fish and Wildlife (CDFW) to administer the Mt. Gilead Water Conservation and Streamflow Improvement Project (Project) under the Proposition 1 Watershed Restoration Grant Program, Grant Agreement Number Q2296507.

TERMS AND CONDITIONS

1. Effective date and duration: This contract shall become effective as of April 7, 2023 and shall be in effect until March 15, 2025, or such time as may be extended by permissible delays as approved by CDFW.
2. Termination: Either party shall have the right to terminate this contract for any reason upon 30-day written notice to the other party. In the event of such termination, the Gold Ridge Resource Conservation District (GRRCD) shall be entitled to payment for all work performed on the Project prior to such termination.
3. Attachment: The following is incorporated herein:
Appendix A:, Proposition 1 Watershed Restoration Grant Program, Mt. Gilead Water Conservation and Streamflow Improvement Project, Grant Agreement Number – Q2296507
4. GRRCD Responsibilities:
 - A. GRRCD will provide services to the NCRC&DC as described in the Grant Agreement.
 - B. GRRCD will supply all labor, manpower, and equipment needed to complete work as directed in this contract.
 - C. GRRCD will provide project oversight of all subcontractors on this project.
 - D. Work will be performed as described and conditioned in Appendix A: Grant Agreement Number - Q2296507.

5. Total Costs of this Agreement: Not to exceed One Million Three Hundred Eighty-Nine Thousand, Fifty-Three dollars (\$1,389,053) without written authorization from NCRC&DC. An NCRC&DC representative will review the project progress and all deliverables due during the work period before the release of monies.
6. Invoices:
 - A. GRRCD will invoice the NCRC&DC quarterly by 15th Day of the month following the end of the quarter for reimbursement when qualifying expenditures are initially incurred by GRRCD.
 - B. GRRCD will provide the NCRC&DC with their work report describing work conducted along with copies of purchase orders, invoices and original receipts of any materials or supplies, and outside services with the invoices. Invoices should reference the, Mt. Gilead Water Conservation and Streamflow Improvement Project, Grant Agreement Number – Q2296507.
 - C. Invoices must be itemized using the categories and in accordance with the budget in Appendix A: Grant Agreement Number – Q2296507.
7. NCRC&DC Responsibilities:
 - A. NCRC&DC will perform grant administration and subcontract management of GRRCD.
 - B. NCRC&DC will oversee grant management.
 - C. NCRC&DC will review contracts for subcontractors.
 - D. NCRC&DC will submit final invoices.
8. Payments. NCRC&DC will send payment to GRRCD for all work completed under agreement, within 30 days of reimbursement from the Funder to the following:
Gold Ridge Resource Conservation District
2776 Sullivan Road
Sebastopol, CA 95472
9. Status of GRRCD: All services shall be performed as an independent contractor.
10. Contracts: Auditors of the State of California have the right to examine the records of GRRCD relative to the goods, services, equipment, materials, supplies or other assistance provided to the NCRC&DC for the Project.
11. Indemnification: To the fullest extent permitted by law, GRRCD shall indemnify and hold harmless and defend the NCRC&DC, its directors, employees, or volunteers, and each of them from and against:
 - A. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation related to the Project, compliance with which is the responsibility of GRRCD;

- B. Any and all losses, expenses, damages (including damages to the work itself), reasonable attorneys' fees, and other costs, including the costs of defense which may incur with respect to the negligent failure, or negligent refusal of GRRCD to perform all its obligations under the contract;
 - C. NCRC&DC agrees to indemnify GRRCD from any claims, damages, losses and costs, including, but not limited to, reasonable attorney's fees and litigation costs, to the proportionate extent caused by the breach of contract, negligence, or willful misconduct of NCRC&DC.
12. Commercial General Liability and Automobile Liability Insurance: GRRCD shall provide proof of insurance maintaining coverage at least as broad as the following for both commercial general liability and automobile liability insurance:
- A. Insurance Services Offices Office Commercial Liability coverage (Occurrence Form CG 0001)
 - B. Insurance Service Offices Form Number CA 0001 covering Automobile Liability, Symbol 1 (any auto)
 - C. General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used either the general aggregate limit shall apply (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the NCRC&DC) or the general aggregate limit shall be twice the required occurrence limit;
 - D. Automobile Liability. One million dollars (\$1,000,000) for bodily injury and property damage for each accident limit;
 - E. Such liability insurance shall indemnify the NCRC&DC against loss from liability imposed by law upon, or assumed under contract by, GRRCD for damages on account of such bodily injuries (including death), property damage, personal injury, and completed operations and product liability;
 - F. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, and completed operations liability;
 - G. The automobile liability policy shall cover all owned, non-owned, and hired vehicles;
 - H. GRRCD shall provide proof of insurance to the NCRC&DC upon the signing of this contract and/or prior to beginning any work.
13. Workers Compensation and Employer's Liability Insurance: GRRCD shall provide proof of insurance verifying that it is insured (or be qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

14. Attorney Fees, Applicable Law and Forum: In the event either party brings an action or proceeding for damages arising out of the other's performance under this contract or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney fees and costs as part of such action or proceeding. This contract shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Contract or the breach thereof shall be brought and tried in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
15. Nondiscrimination: GRRCD shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination. GRRCD agrees not to unlawfully discriminate, harass or to allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, ancestry, age, marital status, physical disability, mental disability, medical condition, national origin and denial of family care leave.
16. Consent: Wherever in this Contract the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
17. Merger: This writing is intended both as a final expression of the Contract between the parties hereto with respect to included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to Code of Civil Procedure 1956. No modification of this Contract shall be effective unless and until modification is evidenced in writing and signed by both parties.
18. Assignment and Delegation: Neither party hereto shall assign, sublet, or transfer interest in or duty under this Contract without the written consent of the other, and no assignment shall be in force or effect whatsoever unless and until the other party shall so have consented.
19. California Department of Fish and Wildlife Grant Agreement: The funds for this contract will be obtained through an agreement between the NCRC&DC and the California Department of Fish and Wildlife. All provisions of Grant Agreement Q2296507 are hereby incorporated into this Contract.

The above contract as outlined is hereby agreed upon



 Oona Heacock, Executive Director
 North Coast Resource Conservation & Development Council

Date: 4/26/2023

Date: _____

Gold Ridge Resource Conservation District



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Director's Office
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



March 3, 2023

Oona Heacock
Executive Director
North Coast Resource Conservation & Development Council
P.O. Box 6417
Santa Rosa, CA 95406

RE: Q2296507 Mt. Gilead Water Conservation and Streamflow Improvement Project

For your review and signature, please find the following electronic files for the above-referenced Grant Agreement:

Grant Agreement

Acknowledgement of Work Commencement Authorization Disclaimer

If you find changes must be made to the Grant Agreement prior to your signature, please contact your Grant Manager (listed below) for direction.

Once the Watershed Restoration Grants Branch receives notification that all documents have been signed, CDFW will execute the Grant Agreement. You will be notified and provided an electronic copy of the complete signed document via DocuSign for your files. Please note the Grant Agreement will not be effective until fully executed by CDFW.

Questions regarding the services to be performed under this Grant Agreement should be directed to the CDFW Grant Manager Brett Leonard at (707) 944-5522.

Sincerely,

Lauren Barva
Watershed Restoration Grants Branch
Policy and Outreach Manager



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Director's Office
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



March 3, 2023

Oona Heacock
Executive Director
North Coast Resource Conservation & Development Council
P.O. Box 6417
Santa Rosa, CA 95406

RE Q2296507 Mt. Gilead Water Conservation and Streamflow Improvement Project

ACKNOWLEDGEMENT OF WORK COMMENCMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your payable grant.

DocuSigned by:

Oona Heacock

3/3/2023

Authorized Signature

Date

Oona Heacock

Executive Director

Printed Name and Title of Person Signing



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



PROPOSITION 1 WATERSHED RESTORATION GRANT PROGRAM MT. GILEAD WATER CONSERVATION AND STREAMFLOW IMPROVEMENT PROJECT GRANT AGREEMENT NUMBER – Q2296507

GRANTOR: State of California, acting by and through the
California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: North Coast Resource Conservation & Development Council
P.O. Box 6417
Santa Rosa, CA 95406

SECTION 1 – LEGAL BASIS OF AWARD

The California Department of Fish and Wildlife (CDFW or Grantor) developed the Watershed Restoration Grant Program(s) in response to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Proposition 1 amended the California Water Code (CWC) to add Section 79737, authorizing the Legislature to appropriate funds to CDFW to fund multi-benefit ecosystem and watershed restoration and protection projects.

Pursuant to Fish and Game Code Section 1501.5(b), Grantor is authorized to enter into this grant agreement (Agreement) and to make an award to North Coast Resource Conservation & Development Council (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

2.01 Grant: In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$1,406,465 (Grant Funds) to financially support and assist Grantee's implementation of Mt. Gilead Water Conservation and Streamflow Improvement Project (Project).

2.02 Term: The term of this Agreement is upon Grantor approval through March 15, 2025.

SECTION 3 – ELIGIBLE USES OF GRANT

Only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with this Agreement are eligible for reimbursement from the Grant Funds.

Q2296507

NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power:** Grantee is a non-public entity, validly existing and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed, and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with the Agreement’s terms.

SECTION 5 – GENERAL TERMS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 - Project Statement.
- 5.02 Project:** Grantee shall complete the Project as set forth in Section 6 - Project Statement.
- 5.03 General Grant Provisions:** Non-Public Entities General Grant Provisions (Exhibit 1.b) and Notice of Economic Sanctions (Exhibit 3) are attached hereto and made a part of this Agreement.
- 5.04 Amendments; Budget Revisions:** Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager. Grantee must include an explanation of and justification for any such request. This Agreement may only be amended in accordance with Section 2 of Exhibit 1.b, except that the CDFW Grant Manager may approve via email proposed revisions to the Budget (as defined in Section 9.01) to shift budgeted funds between existing line items or categories when those proposed revisions meet all of the following requirements:
- Are consistent with the Project as detailed in Section 6 - Project Statement;
 - Do not increase the total amount of Grant Funds;
 - Do not, in the aggregate, transfer more than 10% of the Grant Funds relative to the initial Budget in this Agreement or the Budget in an amendment to this Agreement executed in accordance with Section 2 of Exhibit 1.b. An amendment executed in accordance with Section 2 of Exhibit 1.b will reset the 10% threshold.
- 5.05 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the California Department of Fish and Wildlife from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1, CWC § 79707) Further, Grantee shall include appropriate acknowledgement of credit to the Watershed

Q2296507**NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**

Restoration Grant Program and its implementing agency, the California Department of Fish and Wildlife, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).

- 5.06 Notice to Proceed and Landowner Access:** Grantee must not proceed with on the ground implementation, specifically Task 3, as defined in Section 6.03.4 of this Agreement, until it has received a Notice to Proceed from the CDFW Grant Manager. The CDFW Grant Manager will not issue a Notice to Proceed until Grantee has secured all required permits, provided copies of such permits and subcontracts, secured Project Site Access (as defined in Section 6.03.2 of this Agreement, and provided a Long-term Monitoring Plan for assessing instream flow conditions related to project implementation that the CDFW Grant Manager determines is adequate.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** Grantee in consort with Gold Ridge Resource Conservation District (GRRCD) will implement a suite of water conservation measures and construct a large-scale rainwater catchment system as an alternative water supply at the Mt. Gilead Bible Camp and Conference Center in the headwaters of Green Valley Creek. As part of this larger water conservation effort, the Project will contribute two 200,000-gallon water storage tanks. The tanks will store rainwater and serve as rainwater catchment surfaces. This Project will allow for storage of rainwater to be used for irrigation of a playing field during the dry summer/fall months, reducing water demand from alluvial wells in Green Valley Creek watershed on the Mt. Gilead Bible Camp and Conference Center property. Water storage from this Project, coupled with water conservation measures implemented through the larger project, will eliminate the need for surface water diversion for irrigation from upper Green Valley Creek and reduce turf grass irrigation diversion by 90% at the Project site, from an average of 3.5 million gallons during an August through October dry season to 350,000-400,000 gallons. The larger water conservation project, identified and prioritized through the National Fish and Wildlife Foundation (NFWF) funded Russian River Water Resources Coho Partnership and developed through multiple grant sources, will increase dry season flows in Green Valley Creek by at least 0.05 cfs throughout the August through October dry season.

The goal of the Mt. Gilead Water Conservation and Streamflow Improvement Project is to improve dry season streamflow in upper Green Valley Creek, a critical coho salmon and steelhead trout spawning and rearing tributary of the lower Russian River. Summer/fall streamflow in the creek falls to critically low levels in most years, imperiling juvenile fish during the year they spend rearing in the stream before migrating to the Pacific Ocean.

This reduction in dry season water extraction from alluvial wells is critical to protecting and enhancing habitat for juvenile salmonids. Relatively large numbers of adult coho spawn in upper Green Valley Creek, and it supports significant

Q2296507**NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**

numbers of juvenile coho throughout the summer and fall. Its watershed has widespread rural residential development with many dispersed small diversions and alluvial wells that depress summer streamflow and cause pools to disconnect, reducing the probability of juvenile coho survival. Even very small flow increments can dramatically improve survival chances by reducing the frequency and duration of disconnection, as well as the length of disconnected channel. This project presents a significant opportunity to offset summer water extraction and enhance instream flow to protect and enhance habitat for juvenile salmonids.

6.02 Objectives: Specific objectives of this Project are to implement water conservation measures in upper Green Valley Creek. Construction of a large-scale rainwater catchment system will allow well water extraction to cease completely during the latter half of each dry season (August through October), as well water use for irrigation will be replaced with stored rainwater. The rainwater system will include two 200,000-gallon water storage tanks, the roofs of which will function as catchment surfaces. A forbearance agreement signed by the landowner will ensure that the dry season reduction in water use realized through this Project is maintained for at least 25 years, and that irrigation water extraction from the alluvial wells ceases altogether from August through October of each year.

6.03 Project Description:

6.03.1 Location: Grantee will implement the Project on approximately 0.13 acres of privately-owned land located at 13485 Green Valley Rd, Sebastopol, CA 95472. Location of the Project is 38.4567° N latitude, - 122.9375° W longitude, in Sonoma County, California (Project Site).

6.03.2 Project Site Access: Grantee shall cause the Landowner(s) to give Grantor, its employees and agents written permission to access the Project Site at least once every 12 months from the date of Grantor's Notice to Proceed until 25 years after the end of the Agreement Term for purposes of inspections and monitoring (Project Site Access). Such access shall be reasonably acceptable to the Landowner(s) and the requester following written or verbal request to Grantee.

6.03.3 Materials and Equipment: Equipment purchases must comply with Section 19 of Exhibit 1.b. All materials and equipment are included in subcontractor costs.

6.03.4 Project Implementation: Consistent with Grantee's proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.03.6 – Schedule of Due Dates and Deliverables:

Task 1 – Project Management and Administration

Grantee Executive Director and Conservationist will provide lead technical and administrative services associated with implementation of the Project, including managing this Agreement, assuring all permits are finalized, securing landowner access agreements, administering

Q2296507**NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**

subcontracts, invoicing and payments, drafting and finalizing progress and final reports, and data management. Subcontractor GRRCD Lead Scientist will be the project lead, assisted by the Project Manager. GRRCD administrative tasks include grant administration, reporting, bid package preparation, bid tour organization and bid review, contractor and vendor selection and subcontracting, and implementation photo monitoring. GRRCD Lead Scientist will also administer the streamflow monitoring subcontract. This task will also include landowner interaction and coordination, including the drafting of implementation access and forbearance/operations and maintenance agreements.

Deliverables: Executed subcontracts, progress reports, annual and final reports (draft and final), invoices, forbearance agreements, landowner access agreements.

Subtask 1.1 – Data Management

Gold Ridge Resource Conservation District will coordinate data management activities. Grantee shall submit a Data Management Plan. The CDFW Grant Manager will provide Grantee the Data Management Plan form upon request.

Grantee and its subcontractors and/or collaborators are responsible for ensuring that Project data are collected using peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meet CDFW's minimum standards (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>) and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and data have been delivered as required under this Agreement.

All scientific data collection efforts are required to include metadata files or records indicating at a minimum:

1. Who collected the data;
2. When the data was collected;
3. Where the data was collected;
4. How the data was collected (description of methods and protocols);
5. The purposes for which the data was collected;
6. Definitions of variables, fields, codes, and abbreviations used in the data, including units of measure;
7. The terms of any landowner access agreement(s), if applicable;
8. References to any related CDFW permits or regulatory actions;
9. Peer review or statistical consultation documentation; and

Q2296507

NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

10. Data licensing and disclaimer language.

All data and associated metadata collected by or created under this Agreement are a required deliverable of this Agreement. All data deliverables should be budgeted for and included in the Project timeline as a part of this Agreement. A condition of final payment on this Agreement shall include the delivery of all related data assets. Geospatial data must be delivered in an industry-standard geospatial data format where applicable and documented with metadata in accordance with the CDFW Minimum Metadata Standards.

Data related to observation, occurrence or distribution of state or federal special status species or California Native Plant Society listed species shall be reported to the California Natural Diversity Database (CNDDDB) using the online field survey form or other digital method.

The following Project information shall be uploaded by Grantee to Project Tracker (<http://ptrack.ecoatlas.org/>) in EcoAtlas (<http://www.ecoatlas.org/>): Project name, Project proponent and contact information, Project boundary [GIS polygon], Proposition 1 funding details, pertinent dates, activity type, and habitat types and amounts. The CDFW Grant Manager will provide data submission instructions. Grantee shall submit data to Project Tracker as scheduled in 6.03.6 Schedule of Due Dates and Deliverables and provide proof of data submission to the CDFW Grant Manager. Grantee shall update relevant data and provide proof of data submission to the CDFW Grant Manager prior to submitting a Final Invoice.

Task 2 – Environmental Compliance

Grantee and subcontractor will secure a Sonoma County building permit as required for construction of the water tanks. The project is CEQA-exempt, and a Notice of Exemption will be filed prior to the start of construction.

Deliverables: Building permit, CEQA Notice of Exemption.

Task 3 – Construction

Project components will be constructed as detailed in the 100% design plans (dated February 24, 2023, designed by Prunuske Chatham Inc.) by an appropriately licensed contractor (and subcontractors as appropriate) selected through a competitive bid process, which will be administered by GRRCD. Water tank fabrication and construction will be carried out by tank vendors to be built on-site. Construction management and oversight of construction activities will be performed by the GRRCD Lead Scientist and Project Manager, and the project designer. Construction tasks include the following:

Q2296507

NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

- Site preparation for new construction, including water tank pad and/or foundation construction;
- fabrication and installation of rainwater capture and conveyance infrastructure, including debris screens, first flush diverters and conveyance piping, as well as water distribution equipment;
- fabrication and on-site assembly of two 200,000-gallon water storage tanks;
- installation of pumps and electrical controls.

Rainwater will be collected from the roof of an existing maintenance shop/warehouse building and conveyed to two 200,000-gallon water storage tanks. GRRCD will conduct pre- and post-construction photo monitoring.

Deliverables: As-built construction plans; pre- and post-construction photo monitoring

Task 4 – Streamflow Monitoring

GRRCD will undertake streamflow monitoring using an existing network of six stream gauges located on Green Valley Creek.

- Stage and water temperature gauging: GRRCD will operate the existing stream gauges for one year (2024). Stage and water temperature data will be downloaded monthly during field site visits.
- Streamflow monitoring: During the summer of 2024, GRRCD will collect monthly streamflow measurements through the dry season (May through October). Streamflow measurements will be used to develop rating curves of flow as a function of stage.
- Final report summarizing streamflow conditions:
GRRCD will produce a final report at the end of the project period summarizing the results of the streamflow and groundwater monitoring conducted for this grant. Stream gauging will be used to enhance the understanding of existing baseline conditions and detect and evaluate increases in summer/fall dry season streamflow in years following project implementation.

Task 5 – Long Term Monitoring Plan

A Long-term Monitoring Plan to assess instream flow conditions related to project implementation shall be submitted to CDFW for review and concurrence prior to initiation of work. The Long-term Monitoring Plan shall include goals and objectives, flow monitoring locations on a map, monitoring schedule and the Forbearance Agreement.

Q2296507**NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**

6.03.5 Long-Term Maintenance: Grantee shall ensure that the Project and Project Site are properly operated, used, and maintained consistent with the purposes (as stated in Section 6.01 – Introduction) and objectives (as stated in Section 6.02 – Objectives) of the Project for 25 years after the end of the Agreement Term. Grantor will not fund long-term maintenance activities outside of the Agreement Term. Grantee may contract with Landowner to manage the Project on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee.

6.03.6 Schedule of Due Dates and Deliverables:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	Quarterly Progress Reports	Due within 30 days following each calendar quarter (March, June, September, December) following grant execution.
		Monthly Invoices	Due within 30 days following each calendar month after grant execution.
		Copies of Executed Subcontracts	Due 30 days prior to implementation of task 3.
		Landowner Access Agreement	Due within 60 days of grant execution
		Submit Data Management Plan Submit Project Description Data to EcoAtlas Project Tracker	Due with the first Quarterly Progress Report
		Submit Project Data	February 28, 2025

Q2296507**NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
		Final Progress Report	February 28, 2025
		Final Invoice	May 1, 2025
2	Environmental Compliance	Permits	Due 30 days prior to implementation of task 3
3	Construction	As-built construction plans Pre- and post-construction photo monitoring	February 28, 2025
4	Streamflow Monitoring	Streamflow Monitoring Report	February 28, 2025
5	Long-term Monitoring Plan	Long-term Monitoring Plan	June 30, 2023
		Forbearance Agreement	June 30, 2024

SECTION 7 – CONTACTS

A point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Agreement Term:

CDFW Grant Manager:		Grantee Project Manager:	
Name:	Brett Leonard	Name:	Oona Heacock
Title:	Environmental Scientist	Title:	Executive Director
Address:	2825 Cordelia Road, Ste. 100 Fairfield, CA 94534	Address:	PO Box 6417, Santa Rosa, CA 95403
Phone:		Phone:	707-978-4149
Email:	Brett.Leonard@wildlife.ca.gov	Email:	oona@ncrcanddc.org

Direct all administrative inquiries to:

Q2296507**NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**

CDFW Grant Coordinator:		Grantee Project Coordinator:	
Name:	Ariel Boone-Worthman	Name:	Oona Heacock
Title:	Associate Government Program Analyst	Title:	Executive Director
Address:	PO Box 944209, Sacramento, CA 94244	Address:	PO Box 6417, Santa Rosa, CA 95403
Phone:	(916) 594-3724	Phone:	707-978-4149
Email:	Ariel.Boone-Worthman@Wildlife.ca.gov	Email:	oona@ncrcanddc.org

SECTION 8 – REPORTS

8.01 Progress Reports: Grantee shall submit quarterly progress reports that comply with the requirements below to the CDFW Grant Manager. The CDFW Grant Manager will provide Grantee with progress report templates.

Requirements:

1. Grantee name, the Project title, this Agreement number, and dates progress report covers;
2. Activities and tasks performed and/or completed, a summary of progress to date including progress since the last report, and a brief outline of upcoming work scheduled for the subsequent quarter;
3. Documentation of all subcontractor activities;
4. Updates on progress towards meeting Project objectives, output and outcome performance measures;
5. Document delivery of any intermediate work products;
6. Costs incurred during the subject period, total of costs incurred to date, and the remaining balance;
7. Any problems encountered while performing the tasks and proposed solutions, timeline for resolution, and status of previously unresolved problems; and
8. Grantee must submit Quarterly Progress Reports electronically in PDF or Microsoft Word compatible format and conform to the templates provided by the CDFW Grant Manager.

8.02 Final Progress Reports: Grantee must submit Final Progress Report electronically to the CDFW Grant Manager by the dates listed in Section 6.03.6 – Schedule of Due Dates and Deliverables. The Final Progress Report must summarize the life of the Agreement and describe the work and results pursuant to Section 6 - Project Statement, as well as summarize the Project's accomplishments consistent with the project's objectives. Grantee shall include a Final Invoice (as defined in Section 9.02.2 of this Agreement) with the Final Progress Report. The CDFW Grant Manager will provide Grantee a final progress report template.

Q2296507**NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**

8.03 Document Accessibility: Grantee must submit all documentation required as part of this agreement to the CDFW Grant Manager in a format that meets web content accessibility standards (<https://www.wildlife.ca.gov/Accessibility>).

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: Grantor will provide an amount not to exceed \$1,406,465 as detailed in the Line Item Budget Detail (Budget) below. Other funders will provide up to \$868,715 in funds or in-kind services as cost share to complete tasks described in Section 6 - Project Statement. Grantee will provide Grantor accurate records of all cost share with the Final Invoice.

Line Item Budget Detail	
A. PERSONNEL SERVICES	
Executive Director	\$5,280
Conservationist	\$4,704
Subtotal Personnel Services	\$9,984
Staff Benefits	\$1,198
Subtotal Personnel Services	\$11,182
B. OPERATING EXPENSES: GENERAL	
Travel (Not to exceed State reimbursement rates)	\$67
Subtotal Operating Expenses: General	\$67
C. OPERATING EXPENSES: SUBCONTRACTORS	
Gold Ridge Resource Conservation District	\$1,389,053
Subtotal Operating Expenses: Subcontractors	\$1,389,053
D. OPERATING EXPENSES: EQUIPMENT	
N/A	N/A
Subtotal Operating Expenses: Equipment	N/A
E. INDIRECT COSTS	
Indirect Charge Rate 17% (Applies to Sections A + B, and the first \$25K of each subcontractor)	\$6,163
F. GRAND TOTAL (A+B+C+D+E)	\$1,406,465

9.02 Payment Provisions

9.02.1 Disbursements: Grantor will disburse Grant Funds to Grantee not more frequently than monthly in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.03.6 – Schedule of Due Dates and Deliverables.

Disbursements will be mailed to the following Grantee address:

Q2296507**NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**

Grantee Name:	North Coast Resource Conservation & Development Council
Attention:	Oona Heacock
Address:	P.O. Box 6417, Santa Rosa 95406

9.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee's performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. The report may be in the form of a Quarterly Progress Report. The final invoice must include a budget summary of all cost share expenditures by fund source, as applicable (Final Invoice). The CDFW Grant Manager will provide Grantee with a sample invoice template. The Final Invoice is due in accordance with Section 6.03.6 – Schedule of Due Dates and Deliverables. The invoice package must be submitted electronically to the CDFW Grant Manager.

Requirements: The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee's business address, including P.O. Box, City, State, and Zip Code;
4. Name the CDFW Watershed Restoration Grants Branch as the entity being billed;
5. The invoice date and the time period covered; i.e., the term "from" and "to";
6. This Agreement number and the sequential number of the invoice (i.e., Q2296507-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this Agreement;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2296507

NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

1. **APPROVAL**: This Agreement is of no force or effect until signed by both Parties. Grantee shall not incur any costs in reliance on this Agreement until this Agreement has been signed by both Parties.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties. Only persons duly authorized to sign an amendment on behalf of CDFW may do so. No oral understanding or Agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT**: This Agreement is not assignable by Grantee, either in whole or in part, without the written approval from CDFW.
4. **AUDIT**: Grantee agrees that CDFW, the Department of Finance (“**DOF**”), Department of General Services (“**DGS**”), California State Auditor’s Office (“**CSA**”), or their designated representative shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three years after CDFW’s final payment to Grantee pursuant to this Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor’s Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend, and save harmless the State of California (“**State**”) and CDFW and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, 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 by Grantee in the performance of this Agreement.
6. **DISPUTES**: Grantee shall continue with its responsibilities under this Agreement during any dispute.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2296507

NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

- 7. INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work on the Project pursuant to this Agreement.
- 8. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this Section 8.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

During the performance of this agreement, Subcontractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Subcontractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this agreement. Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor has a collective



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2296507

NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

9. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

10. REGULATORY COMPLIANCE: Grantee's implementation of the Project must comply with all applicable federal, state, and local government statutes, laws, regulations, codes, ordinances, orders, or other governmental and quasi-governmental requirements that apply to the Project (including its planning, construction, management, monitoring, operation, use, and maintenance). The costs associated with such regulatory compliance may be reimbursed under this Agreement only to the extent authorized by the Budget Detail and Funding Summary section of this Agreement.

Grantee's implementation of the Project must comply with the California Labor Code. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code. (See Section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and CDFW cannot provide advice about Labor Code compliance.

Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). CDFW cannot provide advice about Business and Professions Code compliance.

11. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of CDFW as set forth in this Section 11. CDFW shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, CDFW reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

12. CONTINGENT FUNDING: It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2296507

NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

If the Legislature does not appropriate sufficient funds for the Agreement, CDFW may terminate this Agreement in accordance with Section 13 of this Exhibit 1.b or amend the Agreement to reflect any reduction of funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon 30 days written notice and delivered in person, USPS First Class Mail, or electronic transmission.
- b. Within 30 days of the termination of this Agreement, Grantee shall provide CDFW a report that summarizes Grantee's work on the Project.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already incurred prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by Grantee for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall make reasonable efforts to limit any outstanding financial commitments.

14. USE OF SUBCONTRACTOR(S): If Grantee desires to accomplish part of the Project through the use of one (1) or more subcontractors, the following conditions must be met:

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. Agreements between the Grantee and the subcontractor must be in writing;
- c. Subcontracts must include language establishing the audit rights of CDFW, DOF, DGS, CSA, and their designated representative with respect to subcontractors that complies with Section 4 of this Exhibit 1.b;
- d. Subcontracts must include non-discrimination clause language with respect to subcontractors that complies with Section 8 of this Exhibit 1.b; and
- e. Upon termination of any subcontract, CDFW Grant Manager shall be notified immediately, in writing.

Grantee shall ensure any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

15. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW, and any of Grantee's subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any of Grantee's subcontractors.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2296507

NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

16. TRAVEL AND PER DIEM: If the reimbursement of travel or per diem costs are authorized by this Agreement, such costs shall be reasonable and not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CDFW Grant Manager.

17. LIABILITY INSURANCE: Unless otherwise specified in the Agreement, upon submitting a signed Agreement to CDFW, Grantee shall also furnish to CDFW either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to CDFW upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to CDFW;
- b. The State and CDFW and their officers, agents, employees, and servants are included as additional insured, insofar as the operations under this Agreement are concerned; and
- c. CDFW will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CDFW, and Grantee agrees that no work or services shall be performed prior to CDFW giving such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, CDFW may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing work for Grantee under this Agreement cannot provide to Grantee either proof of self-insurance or a certificate of insurance stating that the subcontractor has liability insurance of not less than \$1,000,000 per occurrence for bodily injury or property damage liability combines, then Grantee's liability insurance shall provide such coverage for the subcontractor.

18. GRANTEE STAFF REQUIREMENTS: Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW or any other governmental entity.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2296507

NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

19. EQUIPMENT PURCHASES: For purposes of this Agreement, “**Equipment**” means tangible personal property having a useful life of four years, and “**Major Equipment**” means Equipment with a unit cost of \$5,000 or more. The unit cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use. Grantee may purchase Major Equipment under this Agreement only when a specific type Major Equipment is listed in the Budget Details and Funding Summary section of this Agreement. This restriction on the purchase of Major Equipment does not include the lease or rental of Major Equipment. Grantee shall own all Equipment purchased under this Agreement; CDFW does not claim title or ownership to such Equipment. Grantee shall keep, and make available to CDFW upon CDFW’s request, appropriate records of all Equipment purchased with Grant Funds. Equipment purchased by Grantee outside the term of this Agreement is not eligible for reimbursement by CDFW under this Agreement.

When Grantee submits an invoice to CDFW for reimbursement of Major Equipment purchase costs, that invoice must include a receipt listing the purchase price of the Major Equipment and the serial number and model number of the Major Equipment. That invoice must also include the location, including street address, where the Major Equipment will be used during the term of this Agreement.

20. GRANTEE’S PROCUREMENT OF GOODS AND/OR SERVICES: Grantee’s process for procuring goods or services to carry out the Project under this Agreement must reasonably ensure that Grantee is making sound business decisions.

21. DRUG-FREE WORKPLACE CERTIFICATION: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation, and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 1. receive a copy of the company's drug-free policy statement; and
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both, and Grantee may be ineligible for award of any future State agreements if CDFW determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee has violated the certification by failing to carry out the requirements as noted above.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1b – NON-PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2296507

NORTH COAST RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

22. UNION ORGANIZING: Grantee acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- a. No Grant Funds disbursed pursuant to this Agreement will be used to assist, promote, or deter union organizing;
- b. Grantee shall account for Grant Funds disbursed for a specific expenditure pursuant to this Agreement to show those funds were allocated to that expenditure;
- c. Grantee shall, where Grant Funds are not designated as described in Section 22(b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- d. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no Grant Funds were used for those expenditures and shall provide those records to the Attorney General upon request.

23. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 3 – NOTICE OF ECONOMIC SANCTIONS

Grant Agreement Number: Q2296507

Grantee Name: North Coast Resource Conservation & Development Council

Grantee and its subcontractor(s), collectively referred to as “Grantee”, shall follow Federal, State, and local orders, guidelines and directives, and CDFW policies related to any Executive Order (EO) issued by the Governor of the State of California regarding economic sanctions.

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 grants with, and to refrain from entering any new grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.



Action Item 6-E

TO: BOARD OF DIRECTORS
FROM: Will Spangler
SUBJECT: Approval of the Executive Director to enter into contract with M3 for construction of the Iron Horse Fish Screen Project for \$30,708
DATE: May 10, 2023

Summary

Approval of the Executive Director to enter into a contract with M3 Integrated Services Inc. (M3) for construction of the Iron Horse Vineyards Fish Screen Implementation Project for \$30,708.

Background

Gold Ridge RCD is working with Iron Horse Vineyards on a number of fish habitat improvement projects along the mainstem of Green Valley Creek. These include the removal of an obsolete concrete dam (completed in 2019) and development of a large-scale off-channel habitat project. We are currently working with the vineyard's owners to install a fish screen on an existing water diversion intake to protect aquatic organisms during water diversions. The bulk of the required funding was awarded by CDFW in late 2020. Because of construction cost inflation, Gold Ridge RCD request budget augmentation that was awarded by CDFW in 2023.

Discussion

Fish screen implementation will require several tasks. Gold Ridge RCD worked with Stetson Engineers to design the appropriate fish screen to meet CDFW requirements to avoid and minimize impacts to endangered coho salmon and steelhead trout, and will continue to work with Stetson Engineers for construction oversight and monitoring. The fish screen design specified a specialized traveling belt fish screen fabricated by International Water Screens (IWS), located in Bakersfield, California. We ordered the fish screen from IWS and is currently being fabricated for delivery in late summer 2023. IWS will provide the screen, supervise its installation, and train Iron Horse Vineyard employees in its operation.

A construction contractor is required to provide construction services associated with screen installation. This contractor will dewater the stream channel during the work period, remove existing sediment and debris, prepare the existing diversion structure for the new screen by cutting concrete, provide electrical connections for the new screen control and motors, transport the screen from the freight delivery to the structure, and install a staff gage.

We selected a local contractor, M3 Integrated Services Inc., to provide construction services to complete screen installation and operation. M3 has provided similar services to the RCD in the

past and is uniquely qualified to provide a combination of stream dewatering, concrete modification, heavy lifting, and electrical work and their quote was within the project budget for these services.

Fish screen installation is expected to occur in the late summer and early fall of 2023.

Fiscal Information

The contract with M3 for the construction services will not exceed \$30,708. Funding is through California Department of Fish and Wildlife Grant Agreement Q2030403 and Q2030403-02, which includes \$133,711.47 for a construction contractor to procure and install the fish screen. Gold Ridge RCD entered into a separate contract with IWS to provide the screen and supervise its installation that will not exceed \$106,282. The remainder of the cost of construction will be funded by landowner cost share.

Staff Recommendation

Approve the Executive Director to enter into a contract with M3 Integrated Services Inc. for construction of the Iron Horse Vineyards Fish Screen Implementation Project for \$30,708.

List of Attachments

1. M3 Cost Estimate

M3 Integrated Services, Inc.
320 Tesconi Circle Ste M
Santa Rosa, Ca 95401

Iron Horse Fish Screen

Item No.1	DESCRIPTION	QTY.	UM	Rate	Hours	Labor	Equipment	Subs	Materials	Subtotal	OH	PR	TOTAL
	Mobilization												
	Work Truck with Tools	1	WKS	\$ 750.00	NA		\$ 750.00			\$ 750.00	\$ 75.00	\$ 75.00	\$ 900.00
	Project Management	1	EA	\$ 110.00	8	\$ 880.00				\$ 880.00	\$ 88.00	\$ 88.00	\$ 1,056.00
	Total	1	LS			\$ 880.00	\$ 750.00	\$ -	\$ -	\$ 1,630.00	\$ 163.00	\$ 163.00	\$ 1,956.00
Item No.2	Clear Bursh & Clean Diversion Structure	QTY.	UM	Rate	Hours	Labor	Equipment	Subs	Materials	Subtotal	OH	PR	TOTAL
	Mini Ex	1	DAY	\$ 400.00	N/A		\$ 400.00			\$ 400.00	\$ 40.00	\$ 40.00	\$ 480.00
	Operator	1	EA	\$ 95.00	8	\$ 760.00				\$ 760.00	\$ 76.00	\$ 76.00	\$ 912.00
	Laborer	2	EA	\$ 70.00	8	\$ 1,120.00				\$ 1,120.00	\$ 112.00	\$ 112.00	\$ 1,344.00
	Foreman	1	EA	\$ 110.00	8	\$ 880.00				\$ 880.00	\$ 88.00	\$ 88.00	\$ 1,056.00
	Total	1	LS			\$ 2,760.00	\$ 400.00	\$ -	\$ -	\$ 3,160.00	\$ 316.00	\$ 316.00	\$ 3,792.00
Item No.3	Install & Remove Coffor Dam												
	Gravel Bags, Pipe, Visquine	1	LS		N/A				\$ 2,800.00	\$ 2,800.00	\$ 280.00	\$ 280.00	\$ 3,360.00
	Mini Ex	2	DAY	\$ 400.00	N/A		\$ 800.00			\$ 800.00	\$ 80.00	\$ 80.00	\$ 960.00
	Operator	1	EA	\$ 95.00	16	\$ 1,520.00				\$ 1,520.00	\$ 152.00	\$ 152.00	\$ 1,824.00
	Laborer	2	EA	\$ 70.00	16	\$ 2,240.00				\$ 2,240.00	\$ 224.00	\$ 224.00	\$ 2,688.00
	Foreman	1	EA	\$ 110.00	16	\$ 1,760.00				\$ 1,760.00	\$ 176.00	\$ 176.00	\$ 2,112.00
	Total	1	LS			\$ 5,520.00	\$ 800.00	\$ -	\$ 2,800.00	\$ 9,120.00	\$ 912.00	\$ 912.00	\$ 10,944.00
Item No. 4	Concrete Cutting & Install Staff Gauge												
	Durling Concrete Cutting	1	LS		N/A				\$ 4,000.00	\$ 4,000.00	\$ 400.00	\$ 400.00	\$ 4,800.00
	Foreman	1	EA	\$ 110.00	8	\$ 880.00				\$ 880.00	\$ 88.00	\$ 88.00	\$ 1,056.00
	Total	1	LS			\$ 880.00	\$ -	\$ -	\$ 4,000.00	\$ 4,880.00	\$ 488.00	\$ 488.00	\$ 5,856.00
Item No. 5	Connect pump Controls & Screen Motor to Existing Electrical Feed												
	Misc Materials	1	LS		N/A				\$ 1,500.00	\$ 1,500.00	\$ 150.00	\$ 150.00	\$ 1,800.00
	Electrician	1	EA	\$ 105.00	16	\$ 1,680.00				\$ 1,680.00	\$ 168.00	\$ 168.00	\$ 2,016.00
	Foreman	1	EA	\$ 110.00	8	\$ 880.00				\$ 880.00	\$ 88.00	\$ 88.00	\$ 1,056.00
	Total	1	LS			\$ 2,560.00	\$ -	\$ -	\$ 1,500.00	\$ 4,060.00	\$ 406.00	\$ 406.00	\$ 4,872.00
Item No.6	Transport Screen From Parking Area to Site												
	Truck & Trailer	1	DAY	\$ 800.00	N/A		\$ 800.00			\$ 800.00	\$ 80.00	\$ 80.00	\$ 960.00
	Mini Ex	1	DAY	\$ 400.00	N/A		\$ 400.00			\$ 400.00	\$ 40.00	\$ 40.00	\$ 480.00
	Operator	1	EA	\$ 95.00	8	\$ 760.00				\$ 760.00	\$ 76.00	\$ 76.00	\$ 912.00
	Laborer	1	EA	\$ 70.00	8	\$ 560.00				\$ 560.00	\$ 56.00	\$ 56.00	\$ 672.00
	Foreman	1	EA	\$ 110.00	2	\$ 220.00				\$ 220.00	\$ 22.00	\$ 22.00	\$ 264.00
	Total	1	LS			\$ 1,540.00	\$ 1,200.00	\$ -	\$ -	\$ 2,740.00	\$ 274.00	\$ 274.00	\$ 3,288.00
Iron Horse Fish Screen						\$ 14,140.00	\$ 3,150.00	\$ -	\$ 8,300.00	\$ 25,590.00	\$ 2,559.00	\$ 2,559.00	\$ 30,708.00



Action Item 6-F

TO: BOARD OF DIRECTORS
FROM: Noelle Johnson
SUBJECT: Approval of the Executive Director to enter into a cooperative agreement with the National Oceanic and Atmospheric Administration for the Lower Russian River Watershed Coho Habitat Restoration Project for \$8,452,211.
DATE: May 18, 2023

Summary

Approval of the Executive Director to enter into a cooperative agreement with the National Oceanic and Atmospheric Administration for the Lower Russian River Watershed Coho Habitat Restoration Project for \$8,452,211.

Background

The Lower Russian River Watershed Coho Habitat Restoration Project ("Project") will plan, design and/or implement salmonid habitat enhancement and restoration actions at seven sites in two core salmonid tributary streams in the lower Russian River watershed. The Project is intended to benefit coho salmon and steelhead trout, listed species under the Endangered Species Act. Project sites include three in the lower floodplain and estuary of Willow Creek, the downstream-most major Russian River tributary, and four in Green Valley Creek and its largest tributary, Atascadero Creek.

Project-wide goals to improve salmonid habitat and watershed health include:

- restore complex, extensive, valley-wide networks of low-velocity in-channel and off-channel habitats to support juvenile salmon during rearing and outmigration lifestages;
- increase off-channel floodplain habitat connectivity;
- adaptively manage sediment dynamics to improve and maintain fish passage conditions; and
- modify infrastructure to reduce impacts on dynamic channel processes, streamflow, and habitat conditions.

Discussion

This grant includes funding to launch large-scale restoration work in the Willow Creek Watershed, while providing full construction funding for the second off-channel habitat project at Iron Horse Vineyards, and two more projects in development upstream at Sweetwater Nursery and an adjacent private property (Greene) which connects the two. Additionally, it will provide flexible funding to coordinate with agencies, consultants, and landowners to move forward the process to address flooding at the Green Valley Road crossing. The grant will also provide flexible funding to address any budget shortfalls in several related grants, including #216 DFW Q2230401 for construction of the first off-channel habitat site at Iron Horse, and #202 DFW Q2196501 for design development at the Greene property.

Fiscal Information

The total budget is \$8,452,211, which includes \$458,136 (over 8,300 hours) in GRRCD staff time and includes full funding for the recently posted position for Project Manager II. The current budget also includes \$301,228 in indirect costs, using the current NICRA rate of 26.65%. We will be able to amend the budget to compensate for a presumed increase in this rate in the future. The award will include an estimated 17 subcontracts to multiple consultants and project partners, totaling nearly \$7.5 million. The grant will also allow for invoicing in arrears for expenses up to 90 days before the grant agreement start date of June 1, allowing us to recoup significant time spent on amending proposal documents for NOAA staff and on coordinating with consultants.

Staff Recommendation

Approve the Executive Director to enter into a cooperative agreement with the National Oceanic and Atmospheric Administration for the Lower Russian River Watershed Coho Habitat Restoration Project for \$8,452,211.

List of Attachments

1. Narrative Summary

PROJECT SUMMARY

Applicant Organization: Gold Ridge Resource Conservation District (GRRCD)

Project Title: Lower Russian River Watershed Coho Habitat Restoration Project

Site Location: The proposed projects will occur within two high priority Core and Phase I recovery salmon and steelhead subwatersheds of the lower Russian River, near Sebastopol, California: Willow Creek Watershed and Green Valley Watershed.

Brief Project Description/Executive Summary:

The Lower Russian River Watershed Coho Habitat Restoration Project includes a suite of habitat restoration sites and approaches to increase floodplain connectivity and wetland complexity and function, as well as address migration barriers, for salmonid utilization and survival in two priority tributaries to the lower Russian River in Sonoma County, California. The Russian River watershed is a coastal shoreline watershed that has been designated by NOAA as a Habitat Focus Area under the Habitat Blueprint program. This designation acknowledges the importance of the Russian River watershed for coho salmon and steelhead, as well as the need for restoration projects to help species recovery and support the efforts of the Russian River Captive Broodstock Program. Furthermore, NOAA has designated the Central California Coast Coho Evolutionarily Significant Unit as one of their nine Species in the Spotlight.

The seven habitat enhancement and restoration sites included in the Project will advance salmonid recovery efforts by addressing these limitations, transforming 3.5 miles of highly modified valley floodplain into reconnected wetland complexes and improving habitat conditions in two critical Coho salmon tributaries: Willow Creek and Green Valley Creek

Project-wide goals to increase salmonid smolt production include:

- restore complex, extensive, valley-wide networks of low-velocity in-channel and off-channel habitats to support juvenile salmon during rearing and outmigration lifestages;
- increase off-channel floodplain habitat connectivity;
- adaptively manage sediment dynamics to improve and maintain fish passage conditions; and
- modify infrastructure to reduce impacts on dynamic channel processes, streamflow, and habitat conditions.

Project Timeline: June 1, 2023 – May 31, 2027

Funding Request

Funding Summary	Year 1	Year 2	Year 3	total
Federal funds requested	\$4,018,486	\$580,252	\$3,853,473	\$8,452,211
Additional leveraged cost share**	\$3,590,950	\$180,000		\$3,770,950
Total	\$7,609,436	\$760,252	\$3,853,473	\$12,223,161

**Additional leveraged cost share includes other secured funds.

Project Detail.

Willow Creek

Site #1 – Tidal Wetland.

Year 1: Site Assessment and Feasibility Study. To document site conditions and habitat enhancement potential, hydraulic and geomorphic data will be collected. Pressure transducers will be installed to measure water surface elevations throughout the wetland and topographic surveys will provide an understanding of terrain and remnant wetland features. Resource assessments (biology, wetland, and cultural) will be conducted to inform both the design process and regulatory compliance. A decade of water quality and fisheries data collected by Sonoma County Water Agency and UCCE in this reach of Willow Creek will inform provide additional information to inform the design and their expected hydrodynamic functioning. Data analysis and Technical Working Group (TWG) meetings with regional experts and stakeholders will inform and guide the development of a Feasibility Study and concept design alternatives for habitat enhancement.

Year 2: Site Design and Regulatory Compliance. Based on the Feasibility Study results and TWG selection of a preferred alternative for off-channel habitat enhancements, a set of construction ready site plans and documents will be prepared with formal review points by the TWG at 65% and 90% design phases. It is expected that these designs will include tidal channel expansions, off-channel ponds, and large wood features to provide a full range of complex habitat conditions and foraging opportunities for juvenile and adult salmonids, as well as other aquatic organisms. To prepare for implementation, CEQA coverage and environmental permits will be secured through Programmatic Restoration Permit pathways and Programmatic EIR.

Site #2 – Stage 0 Valley Wetland Complex. To facilitate the evolution and maturation of small channels for fish passage and over-summer rearing features in the Stage 0 valley, a suite of restoration approaches and activities will include:

Year 1: Hydrologic monitoring and low-tech, adaptive enhancement planning and implementation. To assess the potential for migration and rearing habitat enhancements, mapping and monitoring of channels and flow conditions using high resolution LiDAR maps (See PDF 3) and GPS equipment will begin immediately upon availability of funds. Existing channels will be traced and evaluated for passability during several flows over the period 2023-2026. Geomorphic evaluations of valley and channel evolution of critical habitat features will be conducted by PCI, OEI and GRRCD.

Piezometers and one deeper monitoring well will be installed by OEI to monitor groundwater and surface water at multiple locations within the ~65-acre valley bottom. This data will be analyzed and incorporated by OEI in a new hydrologic & hydraulic (H&H) model to simulate interactions between groundwater and surface water, surface flows for smolt migration, and other hydrologic processes. Flow gaging stations will be installed by Trout Unlimited at the upper and lower end of the Stage-0 reach to provide baseline data for evaluating fish passage and utilization of the wetlands, and for H&H model calibration. Model calibration will occur annually as hydrologic monitoring data becomes available. The H&H model will also be used to assess the potential for viability of creating

ponds and other features within the valley that could be fed by groundwater throughout the dry season and provide oversummer and/or enhanced winter-rearing habitat.

Field-based assessment results will be used by OEI and GRRCD to identify opportunities to reinforce existing channels to improve fish passage in an adaptive management plan for permitting and implementation. We will work with regulatory agency staff to develop a regulatory pathway for implementation of this ongoing adaptive management project, which will use “low-tech” methods (e.g. tree felling and manipulation, beaver dam analogues, and post-assisted structures). Implementation will begin in 2023, and will be carried out by California Department of Parks and Recreation forestry crews supervised by the project team. This adaptive management work is planned to continue throughout the duration of the project, and will be informed through continuing field-based assessment and H&H model outputs. A final hydrologic/geomorphic assessment report will be produced documenting the model, describing hydrogeologic conditions, and evaluating the range of habitat enhancement/restoration actions considered by the project team. The model will remain available as a tool for further use in planning, design and management after the project is concluded.

Year 2: Site evaluation for off-channel habitat restoration feasibility. Based on the groundwater monitoring and terrain data collected with Year 1 funds, the feasibility of creating off-channel features for over summer rearing will be evaluated. Need for a more engineered approach to ensure fish passage through the wetlands will be assessed. Potential locations for off-channel ponds, sloughs, or channels will be mapped and schematically presented to the TWG for feasibility review and discussion.

Year 3: Design for off-channel habitats. If habitat enhancements appear feasible, design funding will be requested. Site designs ready for permitting and construction will be developed for off-channel ponds, sloughs, and connector channels at areas of high groundwater and/or perennial surface water connectivity to serve as dry season rearing habitats in the valley.

Site #3 – Upper Valley Realignment. The restoration activities to realign Willow Creek Road and Pomo Creek include:

Year 1: Site Assessment and Feasibility Study. To document site conditions and evaluate options for viable approaches to road realignment or modifications, several studies will need to be conducted for the 30+ acre project area. These include cultural resources, wetlands, and engineering geology. Topographic and geomorphic mapping of features will also be performed. Assessment results, in conjunction with TWG meetings, will inform the development of road and channel realignment alternatives. The findings will be written up in a Feasibility Report and concept design alternatives will be prepared. A preferred alternative will be selected by the TWG, if possible. A CEQA compliance and permitting strategy will be developed based on the type and size of the project selected as the preferred alternative.

Year 3: Develop site designs, conduct formal biological and cultural resource assessments, and prepare CEQA and permitting documents for project elements conceptually designed under Year 1 tasks.

Green Valley Creek

Site #4 - Green Valley Creek Enhancement at Green Valley Road. The funding requested for this site will be used to update planning and design work performed prior to 2017, with the objective of enhancing stream habitat for all life stages of coho salmon and improving hydrologic connectivity in a critical migration corridor impacted by the Green Valley Road crossing, past management, and long-term sedimentation. Activities include:

Year 1: The prior H&H model will be updated by OEI in 2023 for changed conditions based on field topographic surveys of the portions of the project reach modified by Sonoma Water; the updated H&H model will be documented in a technical memorandum by OEI in 2023. The H&H model will be used in 2024 to evaluate effectiveness of new feasible project alternatives selected by GRRCD & OEI. The project team led by GRRCD will evaluate alternatives internally leading to a Community Meeting late in 2024. The goal is to identify a consensus preferred project alternative that is defined by a 30% design plan, and develop a 65% plan if landowner negotiations and site feasibility allow.

Site #5 – Iron Horse Vineyards Off-Channel Habitat. To re-establish over three acres of seasonally inundated wetlands and off-channel habitat for coho rearing, the restoration activities include:

Year 1: Resource surveys, CEQA Compliance, and Permitting. A project-specific biological resources assessment will be prepared that focuses on biological, aquatic, wetland, and botanical resources potentially present within the site. The study will provide sufficient information for consultation with responsible agencies during future permitting efforts. GRRCD will work with ALTA Archaeological Consulting to complete an Archaeological Survey Report for the project. The assessment will serve as the basis for Native American outreach and Section 106 compliance to support CEQA and NEPA compliance and project-specific permitting.

Implementation and Monitoring. Construction of the off-channel alcoves, wetlands, and connector channels, engineered log jams, and winery access road with culverts for fish passage will be completed. Contractor procurement and construction would occur after securing permits. One year of implementation monitoring to fulfil permit requirements and meet Tier 1 monitoring objectives would be completed before the end of the Project funding completion.

Site #6 – Sweetwater/Greene Off-Channel Habitat. The restoration activities at the Sweetwater/Greene site include:

Year 1: Designs for the Greene component will be completed through matching funds. Resource surveys to support regulatory compliance, and permitting. A project-specific biological resources assessment will be prepared that focuses on biological, aquatic, wetland, and botanical resources potentially present within the site. The study will provide sufficient information for consultation with responsible agencies during future permitting efforts. GRRCD will work with ALTA Archaeological Consulting to complete an Archaeological Survey Report for the project. The

assessment will serve as the basis for Tribal outreach and Section 106 compliance to support CEQA compliance and project-specific permitting. TWG meetings will be held to engage stakeholders and inform the design process.

Year 3: Implementation and Monitoring. Construction of the off-channel habitat project will be completed. Contractor procurement and construction would occur after securing permits. One year of implementation monitoring to fulfill permit requirements and meet Tier 1 monitoring objectives would be completed before the end of the Project funding completion.

Site #7 - Atascadero Creek Sediment Accumulation Area. Design plans to improve outmigration habitat for coho smolts from the Atascadero Creek watershed by improving hydrologic connectivity and reducing the duration and extent of adverse water quality conditions near Graton are presently being developed by GRRCD and OEI. This ongoing work to be completed in 2023 will culminate in design plans at the 65% level of completion. Other elements of the ongoing work, including State environmental permits and substantial work toward County permits, will be completed mid-2024.

Year 2: The funding request for this site will be used to develop completed (100%) design plans to set the stage for implementation. The first element of work will commence in late 2024 and will be design work to develop 90% design plans based on previously completed 65% design plans. The 100% design plan will be completed in 2025 setting the stage for project implementation.

Action Item 6-G

TO: BOARD OF DIRECTORS
FROM: Noelle Johnson
SUBJECT: Approval of the Executive Director to enter into contract with Prunuske Chatham inc for Willow Creek Restoration Design and Regulatory Compliance for \$444,694.
DATE: May 18, 2023

Summary

Approval of the Executive Director to enter into contract with Prunuske Chatham inc for Willow Creek Restoration Design and Regulatory Compliance for \$444,694.

Background

The Lower Russian River Watershed Coho Habitat Restoration Project (“Project”) will plan, design and/or implement salmonid habitat enhancement and restoration actions at seven sites in two core salmonid tributary streams in the lower Russian River watershed. The Project is intended to benefit coho salmon and steelhead trout, listed species under the Endangered Species Act. Project sites include three in the lower floodplain and estuary of Willow Creek, the downstream-most major Russian River tributary, and four in Green Valley Creek and its largest tributary, Atascadero Creek.

Project-wide goals to improve salmonid habitat and watershed health include:

- restore complex, extensive, valley-wide networks of low-velocity in-channel and off-channel habitats to support juvenile salmon during rearing and outmigration lifestages;
- increase off-channel floodplain habitat connectivity;
- adaptively manage sediment dynamics to improve and maintain fish passage conditions; and
- modify infrastructure to reduce impacts on dynamic channel processes, streamflow, and habitat conditions.

The Project time period is June 2023 – May 2027, with activities described by the year in which they will start (for example, activities commencing in 2023 are referred to as “Year 1” activities, even if they take multiple years to complete).

Discussion

This contract covers PCI’s activities at three sites in Willow Creek that commence with the onset of the grant agreement. This includes:

Willow Creek

Site #1 – Tidal Wetland. Year 1 activities include:

Year 1: Site Assessment and Feasibility Study. To document site conditions and habitat enhancement potential, hydraulic and geomorphic data will be collected. Pressure transducers will be installed to measure water surface elevations throughout the wetland and topographic surveys will provide an understanding of terrain and remnant wetland features. Resource assessments (biology, wetland, and

cultural) will be conducted to inform both the design process and regulatory compliance. A decade of water quality and fisheries data collected by Sonoma County Water Agency and UCCE in this reach of Willow Creek will provide additional information to inform the design and their expected hydrodynamic functioning. Data analysis and Technical Working Group (TWG) meetings with regional experts and stakeholders will inform and guide the development of a Feasibility Study and concept design alternatives for habitat enhancement.

Site #2 – Stage 0 Valley Wetland Complex. To facilitate the evolution and maturation of small channels for fish passage and over-summer rearing features in the Stage 0 valley, a suite of restoration approaches and activities in Year 1 will include:

Year 1: Hydrologic monitoring and low-tech, adaptive enhancement planning and implementation. To assess the potential for migration and rearing habitat enhancements, mapping and monitoring of channels and flow conditions using high resolution LiDAR maps (See PDF 3) and GPS equipment will begin immediately upon availability of funds. Existing channels will be traced and evaluated for passability during several flows over the period 2023-2026. Geomorphic evaluations of valley and channel evolution of critical habitat features will be conducted by PCI, OEI and GRRCD.

Piezometers and one deeper monitoring well will be installed by OEI to monitor groundwater and surface water at multiple locations within the ~65-acre valley bottom. This data will be analyzed and incorporated by OEI in a new hydrologic & hydraulic (H&H) model to simulate interactions between groundwater and surface water, surface flows for smolt migration, and other hydrologic processes. Flow gaging stations will be installed by Trout Unlimited at the upper and lower end of the Stage-0 reach to provide baseline data for evaluating fish passage and utilization of the wetlands, and for H&H model calibration. Model calibration will occur annually as hydrologic monitoring data becomes available. The H&H model will also be used to assess the potential for viability of creating ponds and other features within the valley that could be fed by groundwater throughout the dry season and provide over-summer and/or enhanced winter-rearing habitat.

Field-based assessment results will be used by OEI and GRRCD to identify opportunities to reinforce existing channels to improve fish passage in an adaptive management plan for permitting and implementation. We will work with regulatory agency staff to develop a regulatory pathway for implementation of this ongoing adaptive management project, which will use “low-tech” methods (e.g., tree felling and manipulation, beaver dam analogues, and post-assisted structures). Implementation will begin in 2023 and will be carried out by California Department of Parks and Recreation forestry crews supervised by the project team. This adaptive management work is planned to continue throughout the duration of the project and will be informed through continuing field-based assessment and H&H model outputs. A final hydrologic/geomorphic assessment report will be produced documenting the model, describing hydrogeologic conditions, and evaluating the range of habitat enhancement/restoration actions considered by the project team. The model will remain available as a tool for further use in planning, design and management after the project is concluded.

Site #3 – Upper Valley Realignment. Year 1 restoration activities to realign Willow Creek Road and Pomo Creek include:

Year 1: Site Assessment and Feasibility Study. To document site conditions and evaluate options for viable approaches to road realignment or modifications, several studies will need to be conducted for the 30+ acre project area. These include cultural resources, wetlands, and engineering geology. Topographic and geomorphic mapping of features will also be performed. Assessment results, in conjunction with TWG meetings, will inform the development of road and channel realignment alternatives. The findings will be

written up in a Feasibility Report and concept design alternatives will be prepared. A preferred alternative will be selected by the TWG, if possible. A CEQA compliance and permitting strategy will be developed based on the type and size of the project selected as the preferred alternative.

Fiscal Information

The contract with PCI for Willow Creek Restoration Design and Regulatory Compliance will not exceed \$444,694. Funding is through the National Oceanic and Atmospheric Administration. Gold Ridge RCD entered into separate contracts with PCI for other activities in the grant, including work in Green Valley Creek and work commencing in subsequent years.

Staff Recommendation

Approve the Executive Director to enter into a contract with Prunuske Chatham Inc. for Willow Creek Restoration Design and Regulatory Compliance for \$444,694

List of Attachments

1. PCI Detailed Budget
2. PCI Scope of Work



Action Item 6-H

TO: BOARD OF DIRECTORS
FROM: Brittany Jensen
SUBJECT: Approval of Policy 3127 Professional Services Procurement
DATE: May 18, 2023

Summary

The Gold Ridge RCD has been notified we need a Professional Services Procurement Policy to comply with a new federal grant.

Background

Gold Ridge RCD staff used templates of Professional Services Procurement Policy from Sonoma RCD as well as advice from our legal counsel to draft this policy.

Fiscal Information

No anticipated impact.

Staff Recommendation

Approve Policy 3127.

List of Attachments

1. Policy 3127

POLICY TITLE: Professional Services Procurement
POLICY NUMBER: 2137

Drafted 5.9.2023

Services covered under this policy include assessment, planning, design, construction management, monitoring, reporting and related services being provided to the RCD by firms or individuals practicing professional engineering, land surveying, biology, ecology, hydrology, geomorphology, architecture, environmental planning, agronomy, erosion control and related disciplines (hereafter referred to as professionals), and administrative services contracts.

From time to time the RCD contracts with professionals to develop and/or implement projects and programs consistent with the RCD's goals and objectives.

The RCD will consider and, if advantageous to the RCD, accept unsolicited proposals from qualified professionals to develop and implement projects under the RCD's direction and sponsorship.

The RCD may solicit proposals for professional services in the market and/or from known qualified professionals who have notified the RCD of their interest and availability.

No employee, officer, or board member of GRRCD may participate in the selection, award or administration of a subcontract if a real or apparent conflict of interest would be involved.

2137.1 Solicited Proposals

- .1.1 Periodically, the RCD needs to seek the services of a professional(s) and will need to solicit proposals and statements of qualifications from professionals for such services.
- .1.2 The search and selection criteria are based on qualifications and ability to perform the work. The award is made to the most qualified and capable firm able to provide the services at a fair and reasonable price to the RCD. 'Fair and reasonable' shall be solely the opinion of the RCD. The RCD will use prevailing fees in the profession, available budgets, RCD estimates of costs for the requested work and other factors as guidelines for determining 'fair and reasonable'.
- .1.3 RCD will adopt additional procurement policies and procedures regarding such matters as solicitation of proposals by invitation, advertising and posting as are necessary to meet the procurement needs of the RCD and specific projects on an as-needed basis.

2137.2 Unsolicited Proposals

- .2.1 Periodically, professionals identify opportunities to develop, fund, and implement programs and/or projects which are consistent with the RCD's goals and objectives.
- .2.2 The SRCD will consider unsolicited proposals from qualified professionals wishing to work under the direction and sponsorship of the RCD to develop programs and/or projects,

prepare requests for funding, and perform related services necessary to implement such programs and/or projects.

- .2.3 If and when the RCD receives funds or a grant to support the implementation or continuation of a program, and the funds were received as a result of the RCD's acceptance of an unsolicited proposal from a professional and the professionals subsequent work to develop the program/project and its funding, then the RCD may award contracts to the same professional(s) who developed the projects and funding if all of the following conditions are met:
- i.) The professionals are qualified and capable of doing the work in accordance with the prevailing standards of the profession at the time the work is to be performed, and
 - ii.) The RCD and the professional can agree on fair and reasonable compensation to the professional for the services to be provided, and
 - iii.) Sufficient budget exists to perform the required work.

2137.3 Federally Funded Projects should follow these guidelines.

- .3.1 If a contractor had developed or drafted the grant application or contract specifications, requirements or statements of work, invitations for bids or requests for proposals, they must be excluded from being awarded the contract if over \$100,000.
- .3.2 Positive efforts shall be made to utilize small businesses, minority-owned firms and women's business enterprises.
- .3.3 Recipients avoid purchasing unnecessary items.
- .3.4 Solicitations for goods and services provide for all of the following:
 - (i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - (ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - (iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - (iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 - (v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - (vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.



Action Item 6-I

TO: BOARD OF DIRECTORS
FROM: John Green, Lead Scientist
SUBJECT: Approval of Executive Director to enter contract with California Department of Transportation (Caltrans) for continued work on the Gleason Beach Highway 1 Mitigation Project for \$1,282,312
DATE: May 18, 2023

Summary

Approval of the Executive Director to enter a co-operative agreement with Caltrans for \$1,282,312 for final design and implementation preparation work on mitigation projects for the Gleason Beach Highway 1 reroute project.

Background

In 2017, Caltrans approached GRRCD for assistance in planning and implementing multiple projects which will serve as mitigation for impacts caused by the reroute of Highway 1 at Gleason Beach, north of Bodega Bay. The existing highway was threatened by coastal erosion along an approximately one-half mile length at this location, and Caltrans had completed design and permitting for a project to relocate it roughly 900 feet inland, including construction of a viaduct crossing of Scotty Creek. Construction of the new highway and bridge commenced in 2021, and the relocated highway was opened to traffic in March 2023. The reroute is located on the Ballard Ranch, and Caltrans is in the process of negotiating a conservation easement from the Ballards as the site of multiple mitigation projects required under the permits issued for the highway project.

Since 2020, GRRCD has worked with Caltrans and its consultants to develop and design a number of the required mitigation projects, including wetland, Coastal Terrace Prairie (CTP) and instream habitat enhancement, as well as restoration of the riparian corridor of Scotty Creek through excavation of unstable streambanks at several locations and restoration of riparian vegetation along stream reaches that had been degraded by unrestricted grazing. CTP enhancement will require the use of timed and targeted grazing to achieve the required mitigation outcomes, and GRRCD has worked with the landowner and Caltrans to plan and design ranch improvements to accommodate the recommended rotational grazing regime, including upgrading the ranch's existing water system. Caltrans intends to contract with GRRCD to implement all mitigation projects and to maintain and monitor them until mitigation goals are attained.

Project permits require that all habitat enhancements required as mitigation be maintained in perpetuity. Once finalized, the conservation easement will be held by the California Rangeland Trust, and both Caltrans and the landowners have requested that GRRCD be engaged as the long-term land manager for the easement.

Discussion

The first two phases of mitigation project development included assessment of current conditions in the proposed project area and along the riparian corridor of Scotty Creek, and design of multiple mitigation projects. These tasks are now mostly complete, with the exceptions of design completion for water system improvements, revision of a design for instream habitat and bank erosion prevention at one site along Scotty Creek, and development of certain protocols for the extensive planting required by the CTP enhancement plan. Along with seed collection and plant propagation for the large number of plants called for in the CTP enhancement plan, these tasks are the focus of this agreement.

RCD staff will carry out a number of tasks, including administering the agreement with Caltrans; acting as the primary liaison between Caltrans and the landowners; water system and livestock fencing design work; managing engineering, seed collection and plant propagation contractors; assisting Caltrans with project permitting as necessary; reviewing and assisting with specification of project monitoring and maintenance protocols; and developing long-term management practices. We will also contract the bank erosion and instream habitat engineer for redesign tasks and with seed collection and plant propagation contractors for CTP, wetland and riparian plant and seed procurement. The co-operative agreement will also cover tasks related to project implementation prep that have already been carried out, including the falling of eucalyptus trees for instream habitat enhancement, as well as RCD activities that have not yet been compensated.

Since CTP plant and seed activities will be phased over three years, the agreement is expected to run through 2025, but will not include actual project implementation, which will be covered under a separate agreement to be developed by the end of 2023. RCD staff prepared a scope of work and budget for this phase of work, which has been incorporated into the Caltrans co-operative agreement. Both documents are included with this report.

Fiscal Information

The agreement amount is not to exceed \$1,282,312. The bulk of the agreement value (\$1,011,389) is earmarked for contractor expenses, with \$154,349 to cover RCD time and expenses and a \$116,574 contingency. Caltrans has indicated its intent to amend the agreement should it be necessary to add other tasks to the scope of work.

Staff Recommendation

Approve the Executive Director to enter contract with Caltrans for \$1,282,312.

List of Attachments

1. DRAFT Caltrans co-operative agreement for final design and implementation preparation for the Gleason Beach mitigation project
2. GRRCD scope of work and budget

COOPERATIVE AGREEMENT

This AGREEMENT, ENTERED INTO EFFECTIVE on _____, 2023, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “CALTRANS,” and the GOLD RIDGE RESOURCE CONSERVATION DISTRICT, referred to herein as “GRRCD.”

RECITALS

1. CALTRANS and GRRCD, herein referred to as “PARTIES,” pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into this Agreement.
2. CALTRANS is constructing the Gleason Beach Roadway Realignment Project, herein referred to as “PROJECT” to relocate approximately 3,700 feet of State Highway 1 inland, in the vicinity of Gleason Beach at the mouth of Scotty Creek, in western Sonoma County, CA. The PROJECT will impact sensitive wetland, stream, and coastal terrace prairie (CTP) habitats in the Scotty Creek watershed, including listed-species habitat. The California Coastal Commission Coastal Development Permit, U.S. Fish and Wildlife Service Biological Opinion, California Department of Fish and Wildlife Lake and Streambed Alteration Agreement, and Incidental Take Permit, and Army Corps of Engineers 404 Nationwide Permit, and all associated issued amendments, require compensatory mitigation for these permanent impacts.
3. CALTRANS proposes to mitigate for permanent impacts of the PROJECT by enhancing instream salmonid habitat, creating and enhancing coastal wetlands, and creating and enhancing coastal terrace prairie (CTP) habitat for the benefit of Myrtle’s silverspot butterfly (MSB) and California red-legged frog (CRF) within a proposed approximately 39-acre conservation easement on the Ballard Ranch Property, activities collectively referred to herein as “MITIGATION PROJECT”. The MITIGATION PROJECT will also include installation of livestock fencing to protect the riparian corridor and stream, implementation of a rotational grazing plan for the Ballard property (within which the proposed conservation easement is located) and the drafting of a long-term management plan, including mitigation project management protocols and a monitoring strategy for evaluating project success.
4. PARTIES agree that to complete MITIGATION PROJECT, work will be separated into activities that need to occur prior to the recordation of the conservation easement, herein known as “PLANNING ACTIVITIES” and activities that need to occur following the recordation of the conservation easement, herein known as “IMPLEMENTATION ACTIVITIES.”
5. GRRCD desires to assist CALTRANS by implementing PLANNING ACTIVITIES under this agreement towards satisfying the compensatory mitigation obligations of the PROJECT.

Commented [JG1]: A couple of items that need to be added or addressed:

1. Agreement needs to accommodate changes in GRRCD's billing rates over time.
2. Provision on contracting - does GRRCD need to follow Caltrans bidding and contracting rules, or can we use our own as a public agency?
3. Right to terminate. We generally have a right to terminate by either party with notice to the other party. This draft only gives Caltrans the right to terminate.

Commented [JG2R1]: Per attorney, #3 above should include a force majeure clause.

6. PARTIES agree that PLANNING ACTIVITIES are described in Exhibit A, attached hereto and made a part of this Agreement.
7. PARTIES agree that this Agreement shall address the terms and conditions solely for PLANNING ACTIVITIES.
8. PARTIES agree that the total cost for GRRCD to implement PLANNING ACTIVITIES is not to exceed \$1,282,311.76, as described in Exhibit A; attached hereto and made a part of this Agreement.
9. Parties acknowledge that this Agreement is not intended to address IMPLEMENTATION ACTIVITIES or the long-term management of the Ballard Ranch Conservation Easement after success criteria are achieved. This Agreement also will not address or include the financial commitment needed for the endowment.
10. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to MITIGATION PROJECT.
11. PARTIES now define herein below the terms and conditions under which this Agreement will be implemented.

SECTION I

GRRCD AGREES:

1. That GRRCD will carry out the PLANNING ACTIVITIES identified in Exhibit A.
2. That upon completion of the PLANNING ACTIVITIES, GRRCD shall provide CALTRANS with the deliverables referenced in Exhibit A.
3. All PLANNING ACTIVITIES performed by GRRCD, or performed on GRRCD's behalf, shall be performed in accordance with all state and federal laws, regulations, policies, procedures, and standards.
4. To obtain any and all necessary property rights and/or rights of entry required prior to the implementation of PLANNING ACTIVITIES and for full compliance with any terms and conditions thereof.
5. To obtain any and all environmental approvals and/or resource agency agreements, permits, and/or approvals required prior to implementation of PLANNING ACTIVITIES and to fully comply with any terms and conditions thereof.

To use one hundred percent (100%) of CALTRANS' funds provided pursuant to this Agreement, in order to satisfy GRRCD's obligation and responsibilities for PLANNING ACTIVITIES, as set forth in this Agreement.

Commented [JG3]: I'm unclear as to the purpose of this paragraph. If we find cost savings our preference would be to apply the extra funds to future activities. Plus this seems to conflict with 9 below.

Commented [NM4R3]: I think this is just specifying that other grant funding etc. could not be used towards these tasks.

6. To submit an initial invoice in the amount of \$65,000.00 to CALTRANS within thirty (30) days of execution of this Agreement and prior to commencement of any work performed by GRRCD. Said initial billing represents two months estimated costs of Phase 1 Tasks, as set forth in this Agreement.

Thereafter, to prepare and submit to CALTRANS monthly billing statements for estimated expenditures one month in advance as development of Tasks, as set forth in this Agreement, proceed.

Upon completion of PLANNING ACTIVITIES and all work incidental thereto, to furnish CALTRANS with a detailed statement of PLANNING ACTIVITIES costs to be borne by CALTRANS. GRRCD thereafter shall refund to CALTRANS, promptly after completion of GRRCD's final accounting of PLANNING ACTIVITIES costs, any amount of CALTRANS' deposits remaining after actual costs to be borne by CALTRANS have been deducted, or to bill CALTRANS for any additional amount required to complete CALTRANS' financial obligations pursuant to this Agreement.

7. If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, GRRCD must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7.
8. To include prevailing wage requirements in its contracts for public work. Work performed by GRRCD's own forces is exempt from the Labor Code's Prevailing Wage requirements.
9. GRRCD shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed falls within Labor Code sections 1720(a)(1) definition of "public works" or maintenance work under Labor Code section 1771. Subcontracts shall include all prevailing wage requirements set forth in GRRCD's contracts.
10. If work performed under this Agreement is done under contract, is paid for in whole or part with federal funds, and is of the type of work subject to federal prevailing wage requirements, GRRCD must conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a) in addition to Labor Code provisions. In this circumstance, GRRCD agrees to include federal prevailing wage requirements in its contracts for public work. Work performed by GRRCD's own forces is exempt from federal prevailing wage requirements.
11. To retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and to make such materials available at the respective offices of CALTRANS at all reasonable times for three (3) years after the termination date of this Agreement. CALTRANS, the Federal Highway

Administration, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of GRRCD that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished when requested.

SECTION II

CALTRANS AGREES:

1. To pay GRRCD within forty-five (45) days of receipt of signed invoice, the amount of \$65,000.00, which figure represents two months estimated cost of Phase 1 Tasks, as set forth in this Agreement.
2. To pay GRRCD, within forty-five (45) days of receipt of GRRCD's monthly invoice and billing statement in arrears for GRRCD's actual expenditures incurred by GRRCD pursuant to this Agreement. CALTRANS' total obligation to GRRCD for MITIGATION PROJECT costs shall not exceed the amount of \$1,282,311.76.
3. That GRRCD is not obligated to perform any work until this Agreement is executed.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. All applicable laws, rules and policies relating to the use of federal or state funds shall apply notwithstanding other provisions of this Agreement.
3. The party that discovers hazardous material (HM) will immediately notify the other party(ies) to this Agreement. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by MITIGATION PROJECT or not. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by MITIGATION PROJECT. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
4. At any time, in the event GRRCD predicts that all PLANNING ACTIVITIES cannot be reasonably completed within the total allocated budget for PLANNING ACTIVITIES,

GRRCD shall notify CALTRANS and the Parties shall meet and confer to alter the scope or budget of the PLANNING ACTIVITIES and amend this agreement as necessary.

5. CALTRANS' acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with CALTRANS' policy on such acquisition.
6. Neither GRRCD nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything negligently done or omitted to be done, or any willful misconduct by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless GRRCD and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.
7. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything negligently done or omitted to be done, or any willful misconduct by GRRCD, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon GRRCD under this agreement. It is understood and agreed that GRRCD, to the extent permitted by law will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by GRRCD, its contractors, sub-contractors, and/or its agents under this agreement.
8. In the event of any breach of this Agreement by either party, the other party may enforce this Agreement by any means available at law or in equity. In the event of litigation, mediation or arbitration to resolve any breach of, or dispute related to this Agreement, each party agrees to pay for their own attorneys' cost and expenses, without regard to who prevails.
9. A failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.
10. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not a signatory to the original or the same counterpart. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.

11. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
13. This Agreement shall terminate upon CALTRANS' written acceptance that GRRCD has completed PLANNING ACTIVITIES, as set forth in this Agreement, however all indemnification, document retention, audit, claims, environmental, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement. Additionally, either party shall have the right to terminate this Agreement for any reason upon 15-day written notice to the other party. In the event of such termination, GRRCD will be entitled to payment for all work performed under this Agreement prior to termination.
14. This Agreement can be amended by written agreement by the PARTIES.

PARTIES are empowered by CA Streets and Highways Code Section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

STATE OF CALIFORNIA
Department of Transportation

GOLD DISTRICT RESOURCE
CONSERVATION DISTRICT

By: _____
District Director

By: _____

Approved as to form and procedure:

Approved as to form:

Attorney
Department of Transportation

General Counsel

Certified as to budgeting of funds:

District Budget Manager

Certified as to financial terms and policies:

Accounting Administrator



Scope of Work and Cost Estimate

Caltrans Gleason Beach Highway 1 mitigation project

Co-op Agreement Phase 1: Final mitigation project design and implementation preparation

Contact: John Green, Lead Scientist
john@goldridgercd.org

April 11, 2023

Background

The California Department of Transportation (Caltrans) is constructing the Gleason Beach Roadway Realignment Project to relocate approximately 3,700 feet of State Highway 1 inland in the vicinity of Gleason Beach at the mouth of Scotty Creek, in western Sonoma County, CA. The project has impacts in sensitive wetland, stream and coastal prairie habitats in the Scotty Creek watershed, including habitat for a number of listed species. Caltrans will implement mitigation projects to compensate for these impacts, and is in the process of negotiating a conservation easement on the Ballard Ranch which will encompass mitigation project sites.

The Gold Ridge Resource Conservation District (GRRCD) has entered into a long-term partnership with Caltrans to plan, design and implement projects to satisfy the mitigation conditions for the Highway 1 project.

The final mitigation project will address permanent impacts of the Highway 1 construction project by enhancing instream salmonid habitat, creating and enhancing coastal wetlands, and creating and enhancing coastal terrace prairie (CTP) habitat for the benefit of Myrtle's silverspot butterfly (MSB) and California red-legged frog (CRF) within the proposed approximately 39-acre conservation easement. The project will also include installation of livestock fencing to protect the riparian corridor and stream, implementation of a rotational grazing plan for the Ballard property to accommodate grazing as a strategy for meeting mitigation targets, and a long-term management plan, including mitigation project management protocols and a monitoring strategy for evaluating project success.

GRRCD is currently preparing for mitigation project implementation, completing final design tasks and carrying out preparatory tasks that must be completed ahead of implementation. This scope of work and cost estimate form the basis for a co-operative agreement that will allow for design completion and initial prep for implementation of specific projects.

Scope of Work

GRRCD has prepared this scope of work and cost estimate for a co-operative agreement to continue work on the Gleason Beach mitigation project, consisting of design completion and initial implementation prep. This phase will include development of 100%, construction-ready designs for remaining mitigation projects, including:

1. Grazing improvements, including pasture fencing and livestock water improvements. Conceptual designs have been developed for these projects.
2. Design revision for one streambank stabilization project.

GRRCD will also work with our consultants and contractors to carry out initial implementation tasks for certain projects, including:

3. Instream habitat enhancement. Initial work consists of falling eucalyptus trees on the Ballard Ranch to provide materials for instream large wood habitat structures.
4. Seed collection and plant propagation for coastal terrace prairie (CTP) enhancement, wetland expansion and riparian vegetation enhancement projects.

In addition, GRRCD staff will continue to carry out other activities in support of mitigation project planning, including:

5. Coordinating with Caltrans and Phil and Roberta Ballard, the ranch owners, on the identification and specification of conservation easement elements.
6. Supporting Caltrans staff as necessary for permitting of instream and riparian habitat projects.
7. Continuing to refine management practices and monitoring protocols for the proposed conservation easement on a portion of the Ballard property.
8. Preparing a detailed scope of work for an agreement with the California Rangeland Trust (CRT) that will cover mitigation project implementation, maintenance and monitoring through the attainment of mitigation project objectives.

Specific project tasks are detailed below.

Project Tasks

Task 1: Project administration

GRRCD will continue to administer the Gleason Beach mitigation project in accordance with contract requirements and applicable laws and regulations. This task will include invoicing and budget tracking using accepted accounting methods, preparation of periodic progress reports, and subcontracting with consultants as called for in the scope of work and as may otherwise be determined appropriate. GRRCD will coordinate with Caltrans staff and consultants on design tasks to ensure that work is being conducted in a manner which will produce results consistent with mitigation plan requirements and CDP conditions, and which will facilitate implementation of mitigation work, as well as maintenance of implemented projects and required monitoring. We will continue to coordinate closely with Caltrans cultural resources staff and local tribal representatives to ensure that impacts to cultural sites are avoided and concerns are addressed in project designs. GRRCD will continue to take the lead role in coordinating with the owners of the Ballard Ranch on access, field activities and project progress. GRRCD will also develop a scope of work for future agreements with CRT to cover mitigation project implementation, monitoring and maintenance. Note: The budget for this task includes hours and expenses for work already completed but not yet invoiced.

Task 2: Grazing improvement design, including water system and fencing

As noted above, a rotational grazing regime will be instituted on the Ballard Ranch as a whole to accommodate management of the conservation easement designed to support CTP

mitigation efforts. The ranch will be fenced to establish a number of pastures, including two within the CE area. GRRCD has identified components for supplying sufficient livestock water in each pasture to meet estimated demand and composed a conceptual design for water system improvements. A 100%, construction-ready design is currently in preparation and will be completed as part of this task. This task also includes final layout and design for livestock fencing. Grazing improvement designs will be completed by RCD staff in the spring and early summer of 2023. Note: The budget for this task includes hours and expenses for work already completed but not yet invoiced.

Task 3: Wetland and CTP implementation preparation

Plans for CTP enhancement and wetland creation have been finalized by the Caltrans design team, and GRRCD is planning for project implementation, including identifying native seed suppliers and nurseries as contractors for seed collection and plant propagation and compiling seed application and plug/small container plant installation protocols for project implementation. Given that there are at least seven species required for the seed mix and approximately 3,100 plants planned for the wetland creation areas, as well as 23 species and over 444,000 plants planned for the CTP restoration areas, and that many of these species were not previously collected for the project's onsite seed mix, it is time sensitive to begin seed collection as soon as possible so that suitable collection locations can be identified for each species, ripe seed can be collected, and propagation of plugs/small containers can begin so that plants will be ready to install on the target planting date. Seed collection typically begins in the spring and continues through the summer into the fall, and multiple visits will be required to collect sufficient ripe seed. Seed collection will occur in 2023 and 2024 for both the wetlands and CTP. We will work with our contractors to deliver the wetland seed mix and the wetland plugs/small containers in fall 2024, after wetland grading is complete. Because of the large number of plants required for CTP enhancement, planting is currently planned for implementation in three phases. If CTP seed collection for nursery propagation begins in spring 2023, we will work with our contractors to deliver some proportion of the species and number of plugs/small containers required for the first phase of CTP restoration as soon as winter 2023/2024, followed by two subsequent years of nursery deliveries for the second and third phases (winter 2024/2025 and winter 2025/2026).

This task includes GRRCD coordination with native seed suppliers and nurseries to provide access to collection locations for each species, to address potential source location and species substitutions, to refine the plant delivery schedule based on construction schedules and soil moisture conditions, and to inspect nursery material prior to delivery. This task also includes coordination with the Caltrans design team so that the protocols for planting the wetlands and CTP are consistent with the permits and design intent and are most likely to effectively and efficiently achieve the project's success criteria. This task includes the following assumptions:

- Seed can be collected from onsite areas as well as the areas described in section 3.2.3. of the *Gleason Beach Roadway Realignment Project Final Habitat Mitigation and Monitoring Plan, EA 04-OA020*: "Native seed and propagules will be collected from native habitats on-site and from coastal habitats in Sonoma and northern Marin Counties."
- Species and source substitutions can be recommended to Caltrans and to regulatory agencies if needed.

- Scouting and seed collection will be required for most species. A native seed supplier is currently under contract to Caltrans to provide seed of several of the species that are also in the CTP plant palette. If excess seed is available from this contract, this may result in cost savings.
- Caltrans will provide 4,578 western dog violet (*Viola adunca*) plants, as specified in the HMMP planting plan. This task does not include additional western dog violet propagation. If additional propagation of this species is required, a contract amendment may be necessary.

Task 4: Instream habitat enhancement

GRRCD partnered with Blencowe Watershed Management (BWM) to design an instream habitat enhancement project for 1,700 feet of Scotty Creek, comprising approximately the upstream half of the creek's length on the Ballard property. Project plans have previously been delivered to Caltrans. The enhancement project will consist of the installation of a number of large wood structures utilizing eucalyptus sourced from the Ballard Ranch, and will require 48 eucalyptus trees. Eucalyptus falling was carried out by BWM in the fall of 2022 in preparation for project implementation under contract to GRRCD. The BWM amount in the attached budget includes additional time and expenses for follow-up work prior to project implementation.

Task 5: Riparian bank excavation and revegetation

Designs for bank excavation and riparian revegetation have been completed for several sites along Scotty Creek and delivered to Caltrans. One bank stabilization design is to be revised based on comments from the California Coastal Commission. Design work will be performed by Streamline Engineering, which composed the original design, under contract to GRRCD. The riparian vegetation enhancement plan includes installation of a total of 669 plants in 13 planting zones, as well as seeding with native grasses throughout the middle and lower reaches of Scotty Creek. Project implementation requires an advance effort to collect riparian species seed and cuttings and to propagate plants, precursors to implementation. This work will be carried out by Point Blue Conservation Science under contract to GRRCD.

Task 6: Permitting support

Permitting work for wetland expansion, instream habitat and bank stabilization projects will be carried out by Caltrans, and GRRCD will provide support for this work. This may include provision of documentation for specific projects, quantification of impacts and coordination on regulatory agency interactions relating to permitting. GRRCD time and expenses to carry out permitting support tasks have been included in the budget. GRRCD is not responsible for securing any regulatory approval for proposed mitigation projects.

Task 7: Conservation easement management planning

GRRCD will continue to work with Caltrans and Jacobs Engineering to finalize both the Habitat Mitigation and Monitoring Plan for the Gleason Beach mitigation work, as well as the Long Term Management Plan for mitigation projects and the proposed conservation easement. Both plans are near completion, containing final habitat mitigation goals and objectives, project designs and specifications, detailed success criteria for mitigation projects, maintenance practices and monitoring protocols to measure effectiveness into the future. Note: The budget for this task includes hours and expenses for work already completed but not yet invoiced.

Deliverables

Task 1: Periodic invoices and progress reports, subcontracts

Task 2: Water source/storage and fencing design

Task 3: Seed collection and plant propagation for the seed mix and plants necessary to implement wetland creation and CTP enhancement

Task 4: Completion of eucalyptus falling

Task 5: Revised design for bank stabilization adjacent to historic structures; seed collection and plant propagation per riparian project specifications

Timeline

Proposed completion dates for activities detailed above are as follows:

Task 1: Ongoing

Task 2: June 30, 2023

Task 3: Ongoing through completion of wetland and CTP implementation;

Task 4: Already completed

Task 5: Revised bank stabilization plans: June 30, 2023; riparian plant seed and cutting collection and plant propagation: Ongoing start of riparian enhancement implementation

Task 6: Ongoing through start of mitigation project implementation.

Task 7: Per Caltrans schedule.

Project budget is on the next page.

Project budget			
Caltrans Gleason Beach Mitigation Project			
Co-op Agreement Phase 1			
GRRCD personnel	Rate	Number	Cost
Executive Director	\$ 160.00	50	\$ 8,000.00
Lead Scientist	\$ 141.00	497	\$ 70,077.00
Civil Engineer	\$ 142.00	81	\$ 11,502.00
Deputy Director	\$ 142.00	14	\$ 1,988.00
Project Manager	\$ 124.00	399	\$ 49,476.00
Ecologist	\$ 130.00	52	\$ 6,760.00
Field Technician	\$ 101.00	16	\$ 1,616.00
Strategic Advisor	\$ 126.00	18	\$ 2,268.00
District Administrator	\$ 121.00	22	\$ 2,662.00
Total GRRCD personnel		1149	\$ 154,349.00
Expenses			
Subcontractors			
Seed contractor 1 - Wetland			\$ 6,396.00
Seed contractor 2 - CTP			\$ 449,600.00
Nursery 1 - Wetland			\$ 11,905.00
Nursery 2 - CTP			\$ 473,800.00
Blencowe Watershed Management			\$ 28,000.00
Streamline Engineering			\$ 18,000.00
Point Blue Conservation			\$ 22,000.00
Equipment and supplies			\$ 450.00
Mileage	\$ 0.655	1890	\$ 1,237.96
Total expenses			\$ 1,011,388.96
Subtotal			
			\$ 1,165,737.96
Contingency			
			\$ 116,573.80
Project total			
			\$ 1,282,311.76

Action Item 6-J

TO: BOARD OF DIRECTORS
FROM: Adriana Stagnaro
SUBJECT: Approval of Executive Director to enter into a contract with TOPO Collective for conference coordination and media services to the *Living with Fire: Sonoma County Forest Conservation Conference* for \$43,750.00.
DATE: May 18, 2023

Summary

Approval of Executive Director to enter into a contract with TOPO Collective for event coordination, graphic design and videography services to the *Living with Fire: Sonoma County Forest Conservation Conference* for \$43,750.00.

Background

In February 2023, the Board approved Item 6B, approving the Executive Director to enter into contract with Sonoma Ag + Open Space District for Gold Ridge's service in planning and managing the *Living with Fire: Sonoma County Forest Conservation Conference* for \$100,000. In the budget and scope of work is mentioned the need for an Event Logistics coordinator (budgeted at \$28,000), graphic design (budgeted at \$2,000), and videography (budgeted at \$12,000), for a total of \$42,000.

Discussion

TOPO Collective will be rendering services for all of the above, as well as additional support with developing graphics and social media content at a value of \$1,750. The total contact amount is \$43,750.00.

TOPO Collective specializes in developing creative content and communication strategies for natural resources agencies and organizations. They are located in Sebastopol. In 2022, they were contracted by the North Coast Resource Partnership to coordinate logistics for the Meeting of the California State Task Force on Wildfire and Forest Resilience. They are familiar with our partnerships and conservation efforts and are an excellent candidate for the *Living with Fire: Sonoma County Forest Conservation Conference*. More information is provided in the attached scope of work.

Fiscal Information

The subcontract will be funded by the contract with Ag + Open Space for the Forest Conference, mentioned above in the Background.

Staff Recommendation

Approval of Executive Director to enter into a contract with TOPO Collective for conference coordination and media services to the *Living with Fire: Sonoma County Forest Conservation Conference* for \$43,750.00.

List of Attachments

1. Scope of Work and Budget

GOLD RIDGE RCD

**2023 SONOMA COUNTY FOREST CONSERVATION
CONFERENCE COORDINATION
+ MEDIA SERVICES**

PROPOSAL FOR SERVICES // 2023.03.23 [FINAL]

GOLD RIDGE RCD // CONFERENCE COORDINATION + MEDIA SERVICES

PROPOSAL

CLIENT // Gold Ridge RCD

PROJECT CONTACTS // Adriana Stagnaro

OVERVIEW

TOPO Collective is pleased to provide this proposal to the Gold Ridge RCD, for services related to the Sonoma County Forest Conservation Working Group 2023 conference. TOPO Collective (TOPO) has reviewed the documentation provided by Gold Ridge RCD, and believes that we can provide a strong support system to make this conference a success. The Working Group's mission is well aligned with TOPO's mission, the conference goals are compelling, and the services required to successfully execute such an event are well within TOPO's wheelhouse.

Below, please find an overview of potential offerings from the TOPO Collective. In general, the structure and budgets provided by the conference organizers appear to be reasonable, and we don't have any significant deviations. We are making a few suggested additions, and have provided a few options for areas where conference organizers may wish to make some further investments in order to fully realize the conference goals.

Following the brief conversation with RCD and Ag + Open Space staff, and reviewing the documentation provided by the RCD, it seems clear that conference organizers wish for participants and attendees to walk away with a clear understanding of actions they can take as well as ideas about resources to help make these things happen. TOPO Collective can support this by helping organizers design a conference which constantly reminds participants and presenters to return to the theme of action. We can produce materials for attendees that enable action at a meaningful level, and we can help organizers leverage tools before, during, and after the event that provide attendees with resources to achieve the desired actions.

BACKGROUND

The 2023 Sonoma County Forest Conservation Working Group conference has the following mission: *To empower through education, to inspire through example, and to collaborate through a shared vision.* This year, conference organizers would like to focus on empowerment, and have designed a conference that will deliver actionable resources to forest landowners and managers. **The specific dates of the conference are TBD, but are expected to fall between June 23rd and June 25th, 2023.**

Goals for this conference include:

- Introduce and integrate diverse, underserved and/or siloed stakeholders to forest conservation resources and programming.
- Advance the knowledge and network of experienced stakeholders so that they can trailblaze for the greater community.
- Provide practical education on forest and fire ecology, planning resources, project techniques, and ways to collaborate with regional conservation efforts.
- Demonstrate field-tested practices and lessons learned, backed by scientific research.
- Connect attendees to technical service providers to support their adoption of conservation practices after the conference.

To align with the mission and to meet conference goals, organizers are planning a two day event, with a mixture of presentations, social events, tours, and workshops. Presenters will include subject matter experts, local practitioners and landowners. The audience will primarily be Sonoma County forest landowners and managers. The conference will host approximately 120 attendees, and 150 total attendees including staff and speakers.

Conference organizers are seeking the services of a Conference Coordinator, including:

- Attend planning meetings
- Research vendors & supplies
- Coordinate marketing, event registration, and follow-up post-event
- Communicate with attendees, speakers, conference facility, vendors, etc.
- Prepare the site pre-conference
- Run logistics day-of-conference
- Post-conference wrap-up

Conference organizers are also seeking media coverage of the presentations on Day 1 and the field tours on Day 2.

TOPO COLLECTIVE SERVICES

TOPO Collective's team can provide a variety of services to support this conference. Our wheelhouse includes coordination, project management, creative execution (e.g. graphic design, video and photo production, and web design), and coordination. For this conference, we propose to offer some or all of the following services:

ASSIST WITH CONFERENCE PLANNING & STRATEGY

- Conference goals and objectives
 - Role clarification and responsibilities (planning and day-of)
 - Planning with expo / exhibitors
 - Sponsor strategy and coordination (if desired)
-

ASSIST WITH PROJECT MANAGEMENT

- Attending team meetings as needed
 - Providing project management tools as needed
 - Subcontracting with additional support (e.g. day-of staff, graphic designers, printers, etc.)
 - Coordination of presentations (collecting PPTs, loading onto presentation laptop, etc.)
-

LEAD GRAPHIC DESIGN + PRINTING

- Strategy and Production Plan
 - Initial design concepts
 - Final designs
 - Printing process (proofs and final)
 - Delivery to team or conference
-

LEAD ONSITE COORDINATION

- Site visits along with project team
 - Coordination of vendors (with support from team)
 - Set up and break down as needed
 - Expo / exhibitor coordination and direction
 - Tour preparation and coordination (as needed)
 - Tour support ("air traffic control")
-

LEAD AUDIENCE ENGAGEMENT

- Surveys before, during, and after the event
 - Potential for interactive component during the event
 - Potential for worksheet development
-

LEAD PHOTO & VIDEO PRODUCTION

- Pre-production planning
- Day of media coverage
- Post production, including final edits and delivery
- Hosting media to TOPO's platforms or uploading elsewhere

PROPOSED BUDGET

The following is a proposed budget, based on TOPO’s understanding of the conference organizer’s goals and our previous experience with similar events.

- Orange highlighted items are services TOPO is proposing to provide the organizers
- Blue highlighted items indicate estimated costs, which TOPO will pay for and be reimbursed for by CLIENT in next available invoice (no markup)

	TOTAL	NOTES
STAFFING (NO CHANGE)		
RCD Personnel		
Project Manager: Adriana Stagnaro	\$10,098	
RCD Executive Director: Brittany Jensen	\$1,120	
RCD Deputy Director: Noelle Johnson	\$1,008	
Bookkeeping: GRRCD district administrator, Michele Harris	\$872	
<i>Subtotal</i>	\$13,098	
Subcontractors		
Event Logistics coordinator	\$28,000	Assumes lump sum, will use this funding to hire assistant(s) day-of etc.
Content Coordinator: Sashi Sabaratnam	\$18,000	
Content Coordinator: Kim Batchelder (provided in kind by Ag + Open Space)	\$0	
<i>Subtotal</i>	\$46,000	

FOOD (NO CHANGE)

Conference Day 1 Indoors - Coffee	\$450
Conference Day 1 Indoors - Breakfast	\$270
Conference Day 1 Indoors - Catered Lunch	\$3,000
Conference Day 2 Tours - Coffee	\$450
Conference Day 2 Tours - Breakfast	\$270
Conference Day 2 Tours - Bagged Lunch	\$1,500
Conference Day 1 or 2: Banquet / Catered Reception with Keynote Speaker	\$6,000
Subtotal	\$11,940

SPEAKERS (NO CHANGE)

Speaker honoraria	\$5,000
Travel, lodging for guest speakers	\$1,500
Subtotal	\$6,500

MARKETING

Postcard mailing (includes printing and mailing)	\$1,000	Assumes design services captured below, unclear on number to be sent and to whom
Social media content & execution	\$250	Listed as a need in the work plan, this assume organic SM only
Traditional media advertising	\$500	This is mentioned in the work plan, but I don't see any budget for it - we propose minimal investment here.
Subtotal	\$1,750	Updated to reflect the missing estimate for traditional media coverage / advertising (was captured in total)

MATERIALS/EXPENSES		
Miscellaneous (ex: tableware rental and cleaning)	\$1,000	
Graphic design services and stock imagery (Save The Date, Social Media Content, Program, Onsite Signage, Summary Report, and worksheets) *NEW*	\$3,500	Additional designs needed
Printing - "Save the Date" and advertising Postcards (does not include postage)	\$500	Assumes 200 postcards to be printed (likely more than 200 total cards to be printed)
Printing - Program and surveys	\$1,200	Decrease due to number of participants and likely cost per person
Printing - Onsite Signage (directional, banners, and registration info) *NEW*	\$1,000	Possible Addition - More discussion needed
Printing - Worksheets *NEW*	\$300	Possible Addition: Worksheets for Action!
Mileage	\$178.20	
Subtotal	\$7,978	

TECHNOLOGY & MEDIA COVERAGE		
Web engineering for www.sonomaforests.org	\$396	
Videography / Photography	\$12,000	See details below for deliverables
Web registration app fees	\$788	
Web survey service	\$100	
Subtotal	\$13,284	
FACILITIES (NO CHANGE)		
Facility Rental (includes event permit & staff)	\$2,000	Assumes this includes suitable A/V
Event Insurance (provided in kind by UCCE)	\$0	
Van Rental, gas (provided in kind by Ag + Open Space)	\$0	
Subtotal	\$2,000	
Grand Total	\$102,450	

ADDITIONAL MEDIA SERVICES

We understand that conference organizers value the distribution of educational content provided at this conference. We agree that using video recording is the best way to easily disseminate information shared by presenters and attendees.

Given the structure of the conference (mixed and concurrent sessions and tours), we think additional budget will be required to ensure adequate coverage (assuming organizers desire to have all sessions recorded). It is less clear to us if live-streaming the content is of much value, but we have included that service below for your consideration..

BASE PACKAGE (\$12,000)

Day 1 - Presentation Video Coverage

- 2x camera operators to capture (2x) speakers and presentations at a time, "b-roll" when possible (limited) ([sample video here](#)). Our goal will be to capture concurrent sessions and float to interview attendees indoors and outdoors.
- Work with venue to capture audio (or set up additional audio feed)
- Deliverables: 1x video for each presentation with intro titles and captions (relies on auto-generated captions), online / public gallery of still images provided by RCD-provided photographer (could be from Day 1 or Day 2)
-

Day 2 - Tour Video Coverage

- 1x camera operator to attend a half-day's worth of TBD tours and record presentations as much as possible (likely to just be short snippets)
- Audio capture on speaker(s) using wireless "lav" mics
- Deliverables: 1x "summary" video for each tour attended (likely a few minutes long, highlighting what was said by the presenter and b-roll from the site)

SCHEDULE // Conference organizers anticipate that the event will be in late June or early July, but the final date is not set. At this time, TOPO Collective is available the last week of June and first week of July, and is able to commit the time and resources necessary to support a successful event in the months leading up to the conference. Per the documentation provided by the RCD, the following schedule is expected:

	MAR	APR	MAY	JUN	JUL	AUG
Conference Program <i>Date and venue, speakers, host, program, and survey</i>	X	X				
Marketing <i>Attendee survey, save-the-date, webpage updates, registration tool, advertise, design and print conference programs and other resources</i>	X	X	X			
Conference Infrastructure <i>Insurance, permits, staffing, vendors, volunteer staffing, transportation needs, travel logistics, practice sessions</i>	X	X	X			
Conference <i>June 23-25 or June 30 - July 2, including day before setup and dry runs, conference, and tours</i>				X	X	
Post-Conference <i>Post event thank you letters, surveys, produce summary and videos of key conference elements, update website</i>					X	X

PAYMENT // We propose that TOPO be contracted for labor, advising, and strategy services in a lump sum. Any direct costs (e.g. printing, rentals, food & beverages, etc), may be paid by TOPO and reimbursed, or paid directly by the conference organizers/RCD. Following a decision about desired services, we propose a simple payment arrangement for TOPO Collective’s services: 30% deposit to begin, 30% in April, 40% upon completion of the project.

Based on the tasks and pricing above, the proposed payments for TOPO’s services are:

	Total For Event	Due Upon Signing	Due 5/1/23	Due 7/1/23
Event Logistics coordinator	\$28,000	\$8,400	\$8,400	\$11,200
Social media content & execution	\$250	\$75	\$75	\$100
Graphic design services and stock imagery	\$3,500	\$1,050	\$1,050	\$1,400
Videography / Photography	\$12,000	\$3,600	\$3,600	\$4,800
TOTAL	\$43,750	\$13,125	\$13,125	\$17,500

Additionally, many of the costs associated with this conference could be paid for by TOPO Collective and reimbursed by CLIENT (assumes no markup, invoicing on a monthly basis). By doing so, CLIENT can

reduce the number of vendors they need to make payments to, and TOPO has flexibility / speed to act as the situation dictates. Potential opportunities for this include:

Food

Day 1 Coffee, Breakfast, Catered Lunch, Reception Dinner	\$3,720
Day 2 Coffee, Breakfast, Bagged Lunch	\$2,220
Day 1 or 2 Banquet / Catered Reception	\$6,000
	\$11,940

Printing, Postage, and Advertising

Printing - "Save the Date" and advertising Postcards (does not include postage)	\$500
Printing - Program and surveys	\$1,200
Printing - Onsite Signage (directional, banners, and registration info) *NEW*	\$1,000
Printing - Worksheets *NEW*	\$300
Postcard mailing (includes printing and mailing)	\$1,000
Traditional media advertising	\$500
	\$4,500

Misc (web registration, survey, facility)

Miscellaneous (ex: tableware rental and cleaning)	\$1,000
Web registration app fees	\$788
Web survey service	\$100
Facility Rental (includes event permit & staff)	\$2,000
	\$3,888

These are pass-through expenses. CLIENT has the final say / approval of any costs, and TOPO does not mark-up any expense. TOPO would invoice CLIENT on a monthly basis to reimburse costs noted above (this may or may not coincide with payments for TOPO’s fees for services).

BUDGET ASSUMPTIONS // The budget for this project is based on the following assumptions:

- **Actual Costs:** The CLIENT will cover actual costs associated with printing, catering, rentals, and any other non-service fee. Those costs will be determined by the CLIENT. TOPO may make initial payments to vendors, and CLIENT will reimburse TOPO upon final invoicing. TOPO assumes no mark-up on actual costs.
- **Lump Sum:** Payments made for TOPO Collective’s services will be lump sum / project fee based, not Time and Materials. Flexibility to distribute funds within those payments is at the discretion of TOPO Collective.

QUALIFICATIONS // For this conference, Alex Roa will serve as the coordinator as well as lead a team of highly skilled creative individuals to capture video and/or photo content. Alex is well suited for this project in particular given his professional background in natural resource management, conservation, and a deep rooted knowledge of the Sonoma County landscape. He brings a background in project management, with experience in event planning, conference coordination, media coverage, and communication strategy. He holds an MA in Geography with a concentration in Resource Management and Environmental Planning, and a BS in Social Science where he concentrated in Sustainable Land Use and Analysis.

CONTACT // Alex Roa, CEO + Creative Director // alex@topocollective.com // topocollective.com

TOPO Collective is a proud member of



Living with Fire: 2023 Sonoma County Forest Conservation Conference

Contractor Name: TOPO Collective
Services: Conference Coordination & Media
Contract #: GRRCD-TOPO-2023 Conference
Contract period: March 23, 2023 - August 31, 2023
Prepared for: Gold Ridge Resource Conservation District

COORDINATION

Event Logistics coordination	\$28,000
------------------------------	----------

MARKETING

Social media content & execution	\$250
----------------------------------	-------

MATERIALS/EXPENSES

Graphic design and stock imagery	\$3,500
----------------------------------	---------

TECHNOLOGY

Videography	\$12,000
-------------	----------

GRAND TOTAL

	\$43,750
--	----------



Action Item 6-K

TO: BOARD OF DIRECTORS
FROM: Brittany Jensen
SUBJECT: New Board Applicants
DATE: May 18, 2023

Summary

Review and Rank Board Candidate(s) to the Sonoma County Board of Supervisors for Appointment Consideration.

Background/Discussion

The Gold Ridge RCD is looking to fill one vacant seat. Applications were due May 16, 2023 and will be available during the board meeting. It may take 6 weeks to get Director appointments on the Board of Supervisors agenda.

Gold Ridge RCD's Procedure for Filling Director Vacancies

The County of Sonoma Board of Supervisors (Board) has recognized that to fill a Resource Conservation District Board of Directors (Director) position via election is costly and time-consuming. The Board has allowed RCDs to recommend Directors for appointment when there is an unscheduled vacancy or when a Director is up for re-appointment. The following is the procedure that must be followed in the event of a vacancy (Division 9 Public Resources Code):

- The RCD must notify the Board of Supervisors, in writing, at least 30 days prior to a Director's resignation (§54974 of the Government Code).
- The RCD must post a vacancy notice in a locally distributed paper for at least 20 days (§54974 of the Government Code).
- The RCD must allow at least 10 working days for the RCD to receive applications (§54974 of the Government Code).
- Per Resolution 2002-1 (RCD), Associate Directors receive priority recommendation when there is a vacancy.
- The newly appointed Director shall serve until the end of the unexpired term of the exiting director.

County of Sonoma REPLACEMENT OF BOARD MEMBERS Procedure

There are times where a Board member will resign from office prior to their term. In this situation a replacement can be accepted to complete the term.

1. Board member submits a resignation letter.

2. Call County Registrar Office at the Board of Supervisors office 707.565.6804. GRRCD needs to generate a letter notifying Staff at the Board of Supervisor of the resignation and requesting that she post the vacancy for a replacement to complete the Board Members term. Vacancy is posted on the bulletin board at her office for 10 days.
3. Once you have a recommended replacement, generate and send a letter to the Board of Supervisors office – Staff, recommending the replacement and that this request is added to the next Board of Supervisors agenda. Include a completed the Application for Appointment.
4. Staff will verify the information on the application and if acceptable will add the request to the Board of Supervisor agenda.
5. When the Board of Supervisor approves the replacement, RCD will receive a Resolution of the Board of Supervisors and a completed Certificate of Appointment in-Lieu of Election and Oath of Office.

Fiscal Information

None

Staff Recommendation

Put forth candidate(s) that best add to the diversity of the board and add to the skills, community outreach and geographic scope of the RCD.

List of Attachments

1. New Board Applications