



## AGENDA

DATE: **Wednesday, March 12, 2025**

PLACE: **Marin Farm Bureau Conference Room, 520 Mesa Road, Point Reyes Station, CA 94956**

**REMOTE OPTION:** Members of the public may participate remotely by Zoom:

<https://us02web.zoom.us/j/87864206727> or by phone: +16699009128,,87864206727# meeting ID: 878 6420 6727. Please contact Elise Suronen at (415) 663-1170 ext. 314, or [sarabs@marinrcd.org](mailto:sarabs@marinrcd.org) if you have concerns about accessibility.

***(Note that we may move agenda items in this meeting to meet time constraints of participants.)***

1. Regular meeting opens at **9:00 a.m.** Roll call, introduction of guests.

### **2. PRESENTATION 9:15 a.m.**

Marin County Flood Control District Zone 10 ~ *Sarah Phillips, Urban Stream Program Manager*

### **ACTION ITEMS: 9:30 a.m.**

#### **3. DISTRICT:**

- A. Board approval of regular Meeting Minutes. ~ Cora Richard, Bookkeeper
- B. Board approval of the Financial Report and update on Federal Funding Freeze. ~Marcus Meggett, Fiscal and Ops Manager, Nancy Scolari, Executive Director
- C. Board approval of amendment to office lease agreement. ~Marcus Meggett, Fiscal and Ops Manager
- D. Board approval of MRCD Conflict of Interest Policy. Nancy Scolari, Executive Director
- E. Board approval to provide \$600 to California Association of Resource Conservation Districts to pay for federal lobbyists to represent California interests at the Federal level. Nancy Scolari, Executive Director
- F. Board decision to hire attorney to investigate the legality of the Marin Resource Conservation District being eligible for a ballot initiative. ~*Jerry Meral, Director*

#### **4. FIRE RESILIENCY**

- A. Board approval to execute \$250,000 Member Grant Agreement with Humboldt County Resource Conservation District for the North Coast Wildfire Resilience Planning & Implementation Grant Program. ~*Nancy Scolari, Executive Director*

#### **5. INFORMATIONAL: 10:15 a.m.**

**Notice of opportunity to comment on Grazing Waiver Renewal.** SF Regional Water Board has a hearing on May 14th and public comment is open until March 24th on expansion of grazing waiver to Point Reyes National Seashore. ~*Gerhard Epke, Water Quality Program Manager* more info at [https://www.waterboards.ca.gov/sanfranciscobay/public\\_notices/](https://www.waterboards.ca.gov/sanfranciscobay/public_notices/)

Partner Updates: 5 min each

- USDA Natural Resources Conservation Service (NRCS)– Petaluma Field Office Staff
- Marin Agricultural Land Trust/SAP – MALT Stewardship Staff
- Point Blue & Students & Teachers Restoring a Watershed (STRAW)– Point Blue Staff
- Audubon Canyon Ranch - Jim Jensen, Tomales Bay Land Steward and Preserve Mgr

RCD Program Updates (See staff report for details):

- **Marin Water Expansion Alternatives** - Water District is analyzing water expansion alternatives, one of which includes increasing the capacity of Soulajule which would impact many ranching families. Other alternatives are currently of higher priority.
- **Conserving Our Watersheds Program (COW):** COW CCAF, phase VII of the COW program, has wrapped up. The final report and invoice has been submitted to the Water Board, and a summary of achievements is listed in the staff report. COW MILC, phase VIII, has begun. The agreement for \$1,000,000 is executed eight applications have been received for projects in the Stemple Creek watershed and the Technical Advisory Group had its first meeting. The grant also funds practices in Drakes Bay watershed of the National Seashore and scoping for those projects is expected to begin later this spring. An application for COW GIRL phase IX was submitted to the Water Board.
- **Justice Equity Diversity Inclusion (JEDI):** The next visit with the Federated Indians of Graton Rancheria will take place this spring. David Escobar will soon meet with the JEDI Committee to review our implementation process.
- **Media/Messaging/Outreach:** *Federal Funding Freezes and cuts start hitting West Marin, PRLight.*
- **Biomass Project:** The Marin Biomass Project is revising its findings and recommendations chapter. All technical work has been completed. Work is now underway to incorporate all technical reports into the final Biomass Utilization Study.
- **Permit Coordination Program (PCP):** Green Gulch Streamflow Enhancement Project is moving through design towards CEQA. SPAWN has completed its road decommissioning project. As of April 2024, Black Mountain culvert project is in the PCP and might be constructed next year.
- **Urban Streams Program:** The USC carried out two (2) site visits to assist landowners with various support, all relating to the health of Marin’s watersheds. Smolt surveying is soon to begin in late March with Marin Water and will continue through late May, 2025. USC has been attending Pepperwood Preserve’s Learn and Burn (LAB) days for more experience with fire and is in the process of being recertified as Type II Fire Fighter. As well, USC attended and provided comments on Marin Water’s designs for their Phase II habitat enhancement project sites on Lagunitas Creek. USC has been working closely with Supervisor Rodoni’s aide, Morgan, to support efforts within Tomales Bay. USC has also been meeting with County Flood Control regarding a transfer of funds from Zone 10. Finally, USC has been helping various watershed groups, as requested.
- **Carbon Farming Program:** Students and Teachers Restoring a Watershed’s (STRAW) continues with their implementation season on 5 hedgerow/windbreak projects funded through WCB. Year 1 compost and rangeland seeding Healthy Soils Projects have been awarded and mostly implemented via the ZeroFoodPrint Block Grant. The 7 carbon farm plans funded by SCC, WCB, CDFA CAPGP and Marin County are 75% complete, and the team aims to have drafts available for landowners by late May.

- **Walker Creek Watershed:** Sarah P. closed out this project with CDFW. The project team will regroup in the near future to discuss SCC as a potential funding source to apply for implementation funds.
- **Funding Opportunities:** Tomales Bay Tire Removal, Chileno Creek Restoration, Zone 10 Flood Control, COWGIRL, Carbon Cycle Inst., Prop 4/Climate Bond, Mitigation Funds.
- **Finance Committee:** The next FC meeting is scheduled for March 18, 2024.
- **District:** Admin staff have been focused on budget projections, fundraising.
- **Landowner Assistance Provided:**
  - Urban Streams: 2 site visits, 14 partners and/or landowners were assisted with information and 7 landowners and/or partners were educated.
  - COW: 3 or 4 ranchers have received consultation, aside from the outreach happening in Stemple Creek related to COW MILC solicitation
  - CE: 6

#### 6. ANNOUNCEMENTS & CORRESPONDENCE

- Marin RCD is accepting applications for projects. [Apply here](#) at our website or call Sarah Skinker at (415) 780-2854.
- March 26. Stemple Creek Ranch. Resilient Rangelands Workshop.
- May 14. Grazing Waiver Board Hearing

#### 7. PUBLIC COMMENT

Public comment for any matter not listed on this agenda, provided that no Board action is to be taken. All statements that require a response will be referred to staff to be placed on the next agenda.

#### 8. MEETING ADJOURNED



## MINUTES

DATE: **Wednesday, February 12th, 2025**

PLACE: **Marin Farm Bureau Conference Room, 520 Mesa Road, Point Reyes Station, CA 94956**

**1. A regularly scheduled meeting was called to order by Sally Gale, President, at 9:05 a.m.**

Roll call of Directors: Sally Gale, Mike Moretti, Gerald Meral, and David Sherwood. Terry Sawyer was absent.

Associate Directors: George Clyde, Guido Frosini, Paul Ingle and John Dolcini

Staff: Nancy Scolari, Marcus Meggett, Preston Duncan, Sarah Phillips, Cora Richard, Fiona O'Neill and Sarah Skinker

Additional Attendees: Jessie Ditmar (STRAW), Libby Kennedy (STRAW), Isaiah Thalmayer (STRAW), Joe Deviney (Marin Co Ag Commissioner), Scott Dunbar (MALT), Rick Holland (Agroforestry), Martha Davis (Nicasio resident) Chad White (OPR), Regina Pozzi (Marin Farm Bureau), Belle Cole and Bill Carney (Marin Biomass Project)

### **ACTION ITEMS:**

#### **2. DISTRICT:**

A. Board approval of regular Meeting Minutes. ~ *Cora Richard, Bookkeeper*

MOTION: Jerry; SECOND: David; AYES: David, Sally, Jerry and Mike; NOES: None;

ABSENT: Terry; to approve December 2024 Board minutes.

B. Board approval of the Financial Report. ~ *Marcus Meggett, Fiscal and Ops Manager*

MOTION: Jerry; SECOND: David; AYES: Jerry, Mike, Sally and David; NOES: None;

ABSENT: Terry; to approve the Financial Report.

A topic of conversation during the financial report was how the federal grant freezes are affecting Marin RCD. We have a few grants administered by USDA which are frozen right now.

C. Board approval of new Marin RCD Associate Director roles. ~ *Nancy Scolari, Executive Director*

MOTION: Mike; SECOND: David; AYES: Jerry, Mike, Sally and David; NOES: None;

ABSENT: Terry; to approve the new roles for Marin RCD Associate Directors.

#### **3. MARIN BIOMASS STUDY**

A. Request that Board execute an amendment to Professional Services Agreement #C05-2022 (CDW LLC) that adds \$89,980 to the contract and extends the term of this contract for Marin Biomass project management services. ~ *Nancy Scolari, Executive Director and Chad White, Biomass Program Project Manager*

MOTION: Jerry; SECOND: David; AYES: Sally, David, Jerry and Mike; NOES: None;

ABSENT: Terry; to amend Professional Services Agreement #C05-2022.

#### 4. MEASURE A

- A. Board decision to request the County authorize the use of Measure A tax proceeds on National Park lands. ~ *Nancy Scolari, Executive Director*  
MOTION: Jerry; SECOND: David; AYES: Jerry, Mike, Sally and David; NOES: None;  
ABSENT: Terry; to request the County authorize the use of Measure A tax proceeds on working ranches on public lands.

#### 5. FORESTRY AND WILDFIRE RESILIENCE

- A. Board approval of a Memorandum of Understanding between the North Coast RCDs to cooperatively implement the State Coastal Conservancy North Coast Wildlife Resilience Planning and Implementation Grant Program, awarded to Humboldt County RCD. ~ *Nancy Scolari, Executive Director*  
MOTION: Jerry; SECOND: David; AYES: Jerry, Mike, Sally and David; NOES: None;  
ABSENT: Terry; to approve a MOU between the North Coast RCDs to cooperatively implement the SCC North Coast Wildlife Resilience Planning and Implementation grant program.

#### 6. CARBON FARMING/MARIN CARBON PROJECT

- A. Board approval to execute a \$160,454 contract agreement between the National Association of Conservation Districts (NACD) and Marin RCD to support the North Coast Soil Hub Director. ~ *Nancy Scolari, Executive Director and Emilie Winfield, North Coast Soil Hub Director*  
MOTION: Mike; SECOND: David; AYES: Jerry, Mike, Sally and David; NOES: None;  
ABSENT: Terry; to approve executing a \$160,454 contract agreement between the NACD and Marin RCD to support the North Coast Soil Hub Director.

#### 7. INFORMATIONAL

Partner Updates:

- **Marin Agriculture**- Joe Deviney, Marin County Agricultural Commissioner

No significant update to share this month

- **USDA Natural Resources Conservation Service (NRCS)**– Petaluma Field Office Staff

No NRCS report this month.

- **Marin Agricultural Land Trust/SAP** – MALT Stewardship Staff

Scott shared that MALT just closed Parks Home Ranch in Tomales, their 98th easement! This makes nearly 59k acres protected. The Small Grants Program is officially open, the theme is resilience on working lands. The Small Grants Program is open to all agriculture in Marin Co.

- **Point Blue & Students & Teachers Restoring a Watershed (STRAW)**– Point Blue Staff Libby says that they are deep in restoration season. STRAW has finished the SoMar project. The rain set them back, into March. All willows are budding! Jesse shared that they are halfway done with Poncia/Moreda. Isiah says STRAW is concerned about the federal funding freeze. STRAW is starting to think about next year's projects. They are midway through the WCB block grant. In April they will bring a recap of their projects with photos to share at MRCD's board meeting.

- **Audubon Canyon Ranch** – Jim Jensen

No ACR report this month

- **Marin Water Expansion** – John Dolcini (Marin RCD Associate Director)

John will now be following Marin Water's expansion plans and reporting back to us. The idea of a pipeline from Sonoma County seems to rank highest right now with Soulajule Reservoir being second. 3 of 5 directors for Marin Water seemed in favor of removing the Soulajule option. It does look like Marin Water is moving forward with raising the spillway on Nicasio Reservoir.

RCD Program Updates (See staff report for details):

- **District Funding Research** - A look at a potential parcel tax to generate revenue for district programs.
- **Marin Water Expansion Alternatives** - Water District is analyzing water expansion alternatives, one of which includes increasing the capacity of Soulajule which would impact many ranching families.
- **Conserving Our Watersheds Program (COW):** COW CCAF, phase VII of the COW program, has wrapped up. The final report and invoice has been submitted to the Water Board, and a summary of achievements is listed in the staff report. COW MILC, phase VIII, has begun. The agreement for \$1,000,000 is executed and applications for projects in the Stemple Creek watershed are being solicited through the end of February. The grant also funds practices in Drakes Bay watershed of the National Seashore and scoping for those projects is expected to begin later this spring. An application for COW GIRL phase IX was submitted to the Water Board in early January and is in review.
- **Justice Equity Diversity Inclusion (JEDI):** The next restoration site visit with the Federated Indians of Graton Rancheria and STRAW is to be determined in early spring. David Escobar will soon meet with the JEDI Committee to review our implementation process.
- **Media/Messaging/Outreach:** No articles specifically related to the RCD. Many related to Seashore Ranches. George informed PRLight of the Federal Funding Freeze and Nancy is providing updates.
- **Biomass Project:** The Marin Biomass Project has drafted its fifth and final chapter and has solicited feedback from the Marin Biomass Collaborative for review and feedback. Each technical report provided by the technical consultants is now being reorganized and revised into chapters of the Final Study. All planned technical work on the project has now been completed. Any remaining work will be related to preparing for chapter for integration into the Final study.
- **Permit Coordination Program (PCP):** Green Gulch Streamflow Enhancement Project is moving through design towards CEQA. SPAWN has completed its road decommissioning project. As of April 2024, Black Mountain culvert project is in the PCP and might be constructed next year.
- **Urban Streams Program:** The USC carried out four (4) site visits to assist landowners with various support, all relating to the health of Marin's streambanks. Spawner surveying with Marin Water has begun and will continue through February 2025. USC coordinated and carried out a successfully attended Soil Bioengineering workshop in San Anselmo in mid-January as well as a training for staff at the Gallagher Ranch in late January. USC coordinated and led the annual Lagunitas TAC field trip and assisted on a prescribed burn with Pepperwood Preserve staff. Finally, USC has been helping various watershed groups with fish identification upon sightings with photos, supporting Gallinas Watershed Council with meetings at the Civic Center re: Lagoon water quality, walking Miller Creek with Marinwood CSD to offer guidance, and continuing communications with Supervisor Rodoni's office regarding the preparation of a study to assess the removal of tires from Tomales Bay.

- **Carbon Farming Program:** Students and Teachers Restoring a Watershed's (STRAW) implementation season is underway for 5 hedgerow/windbreak projects funded by WCB/Measure A. The team is working towards completing 7 carbon farm plans by mid-June. The team is working on a website and marketing materials associated with USDA Climate Smart Commodities in partnership with Ag Institute of Marin, Gold Ridge and Sonoma RCDs. Year 1 compost and rangeland seeding Healthy Soils Projects have been awarded and implemented via the ZeroFoodPrint Block Grant.
- **Walker Creek Watershed:** Sarah P. closed out this project with CDFW. The project team will regroup in the near future to discuss SCC as a potential funding source to apply for implementation funds.
- **Funding Opportunities:** No update on Possible Tomales Bay grant to remove tires. Gerhard is looking into a new water quality grant opportunity. MALT/RCD are looking into grants to fix one of the Pine Gulch Instream Enhancement Project ponds.
- **Finance Committee:** The next finance committee will be held on Tuesday, February 18 at 10 am. The landlord has submitted a lease amendment for the office spaces we occupy. That amendment will be presented at the next finance committee meeting. An optional expansion into another office suite is on hold.
- **District:** Executive Director has been focused on meetings and communications related to the Federal Funding freeze and following up on the Point Reyes Seashore Buy-out. We have also been following up on securing a strategic planning consultant which we anticipate happening in February/March.
- **Landowner Assistance Provided:**
  - Urban Streams (Dec. + Jan.): 4 site visits, 25 partners and/or landowners were assisted with information and 98 landowners and/or partners were educated.
  - COW: 3 or 4 ranchers have received consultations, aside from the outreach happening in Stemple Creek related to COW MILC solicitation
  - CF: 10 landowners assisted

## 8. ANNOUNCEMENTS & CORRESPONDANCE

- Our priority funding window for projects implemented in Fall 2025 has closed, but Marin RCD is always accepting applications for projects. [Apply here](#) at our website or call Sarah Skinker at (415) 780-2854.

## 9. PUBLIC COMMENT

Martha Davis, Nicasio resident, let us know that the second public meeting is taking place tomorrow (Feb 13<sup>th</sup>) for a drought plan for area not covered by water agencies. Does include West Marin. The meeting is at 5:30pm and there will be a link to the meeting on Marin Co. Public Works Plan website. Martha says she usually googles "Marin County Public Works Drought Plan" to find out more.

## 8. MEETING ADJOURNED at 11:30 a.m.

**Marin Resource Conservation District**  
**Monthly Financial Summary**  
as of 3/5/2025

<b>CASH</b>			
<b>Wells Fargo*</b>		<b>March</b>	<b>February</b>
Checking - Operating Account		\$ 407,849	\$ 316,992
No-till Drill Account		\$ 14,596	\$ 14,595
<b>Total Wells Fargo</b>		<b>\$ 422,445</b>	<b>\$ 331,587</b>
<b>County of Marin**</b>			
Checking		\$ 656,347	\$ 545,897
<b>Total Cash</b>		<b>\$ 1,078,792</b>	<b>\$ 877,484</b>

<b>OTHER WORKING CAPITAL DETAILS</b>			
<b>Grants Receivable</b> - Open grant invoices - (see page 3)		\$ 520,221	\$ 566,682
<b>Retention Receivable</b> - Due from Grantors		\$ 9,456	\$ 9,456
<b>Prepaid Grant Funds Received:</b>			
Measure A - less-costs/Adm fees		\$ (1,065,835)	\$ (1,065,835)
Ombudsman Fund		\$ (19,793)	\$ (19,793)
<b>Current Bills To Pay</b> (see page 4):			
Administrative Expenses	4.13%	\$ (12,218)	\$ (7,073)
Grant Expenses, current to be be paid	13.09%	\$ (38,750)	\$ (210,442)
Grant Expenses, to be paid when funded	82.78%	\$ (244,993)	\$ -
<b>Net Working Capital</b>		<b>\$ 226,880</b>	<b>\$ 150,480</b>

\* - Wells Fargo bank balances are reported as of 3/05/2025. However, they are reconciled with the most recent activity through 2/28/2025. As a result, there could be adjustments but those adjustments are not expected to be significant.

\*\* - The County account is reported as of 3/05/2025. However, it is reconciled with the most recent "preliminary" statement through 2/28/2025. There will be adjustments as current statements become available and they could be significant.



## **Marin Resource Conservation District Monthly Financial Summary**

**Grants Receivable** - Money coming in. The RCD submits invoices to our grantors. Our work is paid on a reimbursable basis. The expected turnaround time for reimbursement varies but is usually 60-90 days.

**Retention Receivable** - Money coming in after grant is finalized. Some funders require a withholding of 10% of each invoice until the entire project is completed and approved. Once the funder is satisfied with the overall grant, the project is deemed complete and the remaining 10% is paid in full to the RCD.

**Prepaid Grant funds** - Received money upfront. This funding has been paid in advance of work being completed and is held in our accounts where, upon board approval, it is deducted from the balance.

**Current Bills To Pay** - Pay these bills now. These are bills where 1) the funder has provided payment, 2) the landowner/contractor cannot wait 60-90 days or 3) they support RCD operating expenses.

**MARIN RESOURCE CONSERVATION DISTRICT**  
**Open Invoices**  
**3/5/2025**

<b>Grantor</b>	<b>1 - 30</b>	<b>31 - 60</b>	<b>61 - 90</b>	<b>91 and over</b>	<b>Total</b>
CA OPR Biomass	72,699				72,699
CA SCC Carbon				58,438	58,438
Carbon Cycle Institute				166	166
CCAF Conserving Our Watershed (COW)	48,045				48,045
CDFA - HSP Block Grant (ZFP)	3,930				3,930
CDFA-2021 Healthy Soils	16,155				16,155
CDFA-CAPGP		13,489			13,489
Marin County Urban Streams	65,556				65,556
MMWD	2,939				2,939
NACD - Soil Hub Director		14,145			14,145
North Coast Resource Conservation (UCOP)	12,590				12,590
Straus Home Ranch LLC	226				226
USDA Climate Smart Commodities (SMACCC)	90,212				90,212
USDA GLCI (Grazing Lands)	1,970		4,549	5,410	11,929
Wildlife Conservation Board 2022	109,703				109,703
<b>TOTAL OPEN INVOICES</b>	<b>\$ 424,024</b>	<b>\$ 27,634</b>	<b>\$ 4,549</b>	<b>\$ 64,014</b>	<b>\$ 520,221</b>
Retainers	\$ -	\$ -	\$ -	\$ 9,456	\$ 9,456
<b>TOTAL DUE</b>	<b>\$ 424,024</b>	<b>\$ 27,634</b>	<b>\$ 4,549</b>	<b>\$ 73,470</b>	<b>\$ 529,677</b>
	80%	5%	1%	14%	100%

Note: Aging is based upon the date payments are(were) expected based upon when the invoice was submitted and the payment turnaround time of the grantor. It is not based upon the invoice date.

<b>Total due 91 days and over</b>	<b>91 and over</b>
CA SCC Carbon*	7/31/2024 31,210
CA SCC Carbon*	8/31/2024 27,228
Carbon Cycle Institute	10/01/2024 166
USDA GLCI (Grazing Lands)**	06/30/2024 5,410
<b>Sub-total</b>	<b>\$ 64,014</b>
Retainers	9,456
<b>TOTAL</b>	<b>\$ 73,470</b>

\* - Cora and Sarah S. are in contact with the grantor to resolve the open balances.

\*\* - Payment from the federal government is frozen.

## MARIN RESOURCE CONSERVATION DISTRICT

### Bills to Pay

March 2025

Name	Date	Memo	Aging	Open Balance
<b><i>Administrative Expenses</i></b>				
Drew Consulting	2/17/2025	Indirect Cost Rate Consultant	16	\$ 2,500
Duncan, Preston	2/28/2025	Reimbursement	5	\$ 805
Epke, Gerhard	2/28/2025	Reimbursement	5	\$ 27
Farese, Lee	2/28/2025	Reimbursement	5	\$ 1,226
Horizon Cable TV	2/28/2025	Internet	5	\$ 134
Marin County Farm Bureau	2/15/2025	Dues	18	\$ 250
Meggett, Marcus	2/28/2025	Reimbursement	5	\$ 60
O'Neill, Fiona	2/28/2025	Reimbursement	5	\$ 949
Pt Reyes 4th Investors LLC	4/1/2025	March Office Rent	N/A	\$ 2,373
Richard, Cora	2/28/2025	Reimbursement	5	\$ 24
Scolari, Nancy	2/28/2025	Reimbursement	5	\$ 689
Skinker, Sarah	11/30/2024	Reimbursement	95	\$ 1,111
Suronen, Elise	10/31/2024	Reimbursement	125	\$ 227
Smile Business Products	11/17/2024	Copier	108	\$ 131
US Bank Corporate	2/24/2025	CA Native Grasslands Conference	9	\$ 350
US Bank Corporate	2/24/2025	Fireflies	9	\$ 68
US Bank Corporate	2/24/2025	Microsoft	9	\$ 198
US Bank Corporate	2/24/2025	Office Water	9	\$ 28
US Bank Corporate	2/24/2025	Marin Independent Journal	9	\$ 14
US Bank Corporate	2/24/2025	QuickBooks Online fee	9	\$ 99
US Bank Corporate	2/24/2025	RingCentral	9	\$ 625
US Bank Corporate	2/24/2025	SpringAhead	9	\$ 330
<b>Total Administrative Expenses</b>				<b>\$ 12,218</b>
<b><i>Grant Expenses</i></b>				
Phillips, Sarah	2/28/2025	Reimbursement	5	\$ 627
US Bank Corporate	2/24/2025	ACE Hardware - tools	9	\$ 95
US Bank Corporate	2/24/2025	Shredder	9	\$ 61
US Bank Corporate	2/24/2025	CRAM Wetland Conference	9	\$ 1,923
White, Chad	1/31/2025	OPR Biomass Project Management	33	\$ 16,600
White, Chad	2/28/2025	OPR Biomass Project Management	5	\$ 13,125
Winfield, Emilie	2/28/2025	Reimbursement	5	\$ 680
Yee, Orlena	2/28/2025	SMACCC Carbon Finance Contractor	5	\$ 1,375
Yee, Orlena	2/28/2025	Marin Carbon Project Coordinator	5	\$ 4,264
<b>Total Grant Expenses</b>				<b>\$ 38,750</b>
<b>Total Bills to Pay</b>				<b>\$ 50,968</b>
<b><u>Grant Expenses, to be paid when funded</u></b>				
Point Blue Conservation Science	12/31/2024	WCB - Design, hedgerows, etc.	64	\$ 119,119
Point Blue Conservation Science	1/31/2025	DOC Lazy R	33	\$ 71,815
Point Blue Conservation Science	1/31/2025	WCB - Design, hedgerows, etc.	33	\$ 54,059

# MARIN RESOURCE CONSERVATION DISTRICT

**FOR REFERENCE PURPOSES**

February 2025

Name	Date	Memo	Open Balance
<i>Administrative Expenses</i>			
California Special Disrticts Assn	12/31/2024	Dues	\$ 837
Duncan, Preston	1/31/2025	Reimbursement	\$ 538
Farese, Lee	1/31/2025	Reimbursement	\$ 403
Horizon Cable TV	1/31/2025	Internet	\$ 134
Meggett, Marcus	1/31/2025	Reimbursement	\$ 60
O'Neill, Fiona	1/31/2025	Reimbursement	\$ 491
Pt Reyes 4th Investors LLC	3/1/2025	March Office Rent	\$ 1,529
Richard, Cora	1/31/2025	Reimbursement	\$ 24
Scolari, Nancy	1/31/2025	Reimbursement	\$ 714
SDRMA	12/30/2024	Certificates	\$ 48
Skinker, Sarah	11/30/2024	Reimbursement	\$ 1,172
Smile Business Products	11/17/2024	Copier	\$ 131
US Bank Corporate	1/22/2025	Dreamhost	\$ 156
US Bank Corporate	1/22/2025	Fireflies	\$ 34
US Bank Corporate	1/22/2025	Office Water	\$ 47
US Bank Corporate	1/22/2025	Marin Independent Journal	\$ 14
US Bank Corporate	1/22/2025	QuickBooks Online fee	\$ 99
US Bank Corporate	1/22/2025	RingCentral	\$ 312
US Bank Corporate	1/22/2025	SpringAhead	\$ 330
<b>Total Administrative Expenses</b>			<b><u>\$ 7,073</u></b>
<i>Grant Expenses</i>			
Loamist	1/31/2025	OPR Biomass	\$ 42,500
Phillips, Sarah	1/31/2025	Reimbursement	\$ 1,393
Point Blue Conservation Science	12/31/2024	WCB - Design, hedgerows, etc.	\$ 121,087
Point Blue Conservation Science	12/31/2024	SCC Carbon Restoration	\$ 13,712
Spatial Infomatics Group	1/31/2025	Biomass Study Consultant	\$ 12,778
White, Chad	1/31/2025	OPR Biomass Project Management	\$ 13,125
Winfield, Emilie	1/31/2025	Reimbursement	\$ 493
Yee, Orlena	1/31/2025	SMACCC Carbon Finance Contractor	\$ 2,054
Yee, Orlena	1/31/2025	Marin Carbon Project Coordinator	\$ 3,300
<b>Total Grant Expenses</b>			<b><u>\$ 210,442</u></b>
<b>Total Bills to Pay</b>			<b><u>\$ 217,515</u></b>

Status of Funding Sources									
The following information represents Marin RCD's funding sources, their total balances and intended allocations. The information does not represent allocations within any single fiscal year.									
GRANT PROJECT	START DATE	END DATE	TOTAL BUDGET AMOUNT	REMAINING BUDGET	REMAINING CONSTRUCTION BUDGET	REMAINING CONSULTING BUDGET	REMAINING OPERATING BUDGET	REMAINING PERSONNEL BUDGET	NOTES
Marin County and Special Districts									
County Measure A	7/1/2015	4/1/2032	\$1,507,493.06	\$849,630.00	\$709,630.00	\$0.00	\$10,000.00	\$130,000.00	Billed through September 2023
County Employee/ Urban Streams	7/1/2016	6/30/2026	\$575,000.00	\$164,458.44	\$0.00	\$0.00	\$10,000.00	\$154,458.44	Billed through December 2024
MMWD	7/1/2024	6/30/2025	\$25,000.00	\$12,065.45	\$0.00	\$0.00	\$0.00	\$12,065.45	Billed through December 2024
Ombudsman (add'l \$ for SP)	7/1/2020	n/a	\$33,088.38	\$26,457.86	\$0.00	\$0.00	\$0.00	\$26,457.86	Billed through September 2023
County of Marin CF Plans	7/1/2022	6/30/2024	\$175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Grant fully spent
State Funding									
CA CDFA Healthy Soils-2021	10/1/2021	9/30/2024	\$59,960.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Billed through September 2024- Grant Done
CA CDFA ZeroFoodPrint	12/1/2023	11/29/2027	\$45,000.00	\$40,243.55	\$0.00	\$0.00	\$0.00	\$40,243.55	Billed through June 2024
CA CDFA-CAPGP	6/15/2023	6/14/2025	\$159,600.00	\$106,211.00	\$0.00	\$30,000.00	\$5,000.00	\$71,211.00	Not yet billed
CA DOC-Working Lands	2/1/2021	12/31/2024	\$429,910.97	\$222,085.96	\$98,246.98	\$120,589.89	\$3,249.04	\$0.05	Last billed Sept 2024
North Coast Resource Conservation (UCOP)	8/1/2023	7/31/2025	\$53,728.75	\$35,240.74	\$0.00		\$10,850.93	\$24,389.81	Last Billed Dec 2024
CA SCC Carbon	3/29/2022	12/31/2025	\$1,000,000.00	\$95,216.77	\$0.00	\$58,500.00	\$2,000.00	\$34,716.77	Billed through October 2023
CA SCC Carbon Forestry	4/29/2024	4/1/2029	\$250,000.00	\$250,000.00					TBD
CA OPR Biomass	1/1/2022	3/31/2025	\$750,000.00	\$133,919.10	\$2,716.85	\$136,837.93	\$15,696.55	\$10,060.87	Billed through Dec 2024
CA WCB 2022	12/1/2022	3/31/2027	\$478,362.51	\$300,010.00	\$200,000.00	\$15,210.00	\$10,500.00	\$74,300.00	
Federal Funding									
SWRCB COW MILC	8/1/2024	9/30/2027	\$999,597.00	\$995,861.61	\$520,000.00	\$215,700.00	\$162,007.00	\$98,154.61	Has not yet been invoiced- personnel is estim
Point Reyes National Seashore	3/15/2020	12/31/2023	\$118,132.34	\$51,679.48	\$10,521.83	\$152.38	\$14,299.85	\$26,705.42	Billed through Dec 2024
301(h)-SPAWN	12/15/2022	12/15/2025	\$17,542.17	\$2,630.40	\$365.67	\$2,264.64	\$0.00	\$0.09	Billed through June 2023
NACD Soil Hub Coordinator TA 2023	3/19/2024	3/18/2025	\$73,428.75	\$13,612.60	\$0.00	\$866.33	\$4,003.37	\$8,742.90	Billed through Dec 2024
USDA Cooperative Agreement	10/1/2024	8/31/2026	\$74,979.00	\$69,644.13	\$25,348.00	\$382.46	\$800.00	\$43,113.67	Grant frozen, estimate thru Dec 2024
USDA Climate Smart Commodities	8/30/2023	6/1/2028	\$2,393,831.35	\$2,055,904.19	\$482,260.83	\$128,046.60	\$126,404.78	\$1,319,191.98	Grant frozen? billed thru Jan 2025
USDA Grazing Lands (GLCI)	8/30/2023	6/30/2025	\$27,139.87	\$17,434.18	\$3,683.94		\$1,118.75	\$12,631.49	Grant frozen, billed thru Dec 2024
Foundations and Other Grants									
Foundation (Marin RCD)	7/1/2024	6/30/2025	\$40,000.00	\$19,690.96	\$0.00	\$0.00	\$0.00	\$19,690.96	Billed thru Dec 2024
Kurland Foundation (Marin Carbon Project)	7/1/2022	5/24/2024	\$160,000.00	\$52,116.78	\$0.00	\$52,116.78	\$0.00	\$0.00	Billed thru Dec 2025
Audubon Canyon Ranch (CALVTP)	5/8/2024	n/a	\$5,987.21	\$5,987.21	\$0.00	\$0.00	\$987.21	\$5,000.00	Have not billed yet
Clara Jeffries Foundation (Soil Hub)	7/1/2023	6/30/2025	\$30,000.00	\$27,750.60	\$0.00	\$0.00	\$7,750.60	\$20,000.00	Billed thru Dec 2024
MALT SAP	11/1/2012	6/30/2024	\$1,041,246.69	\$48,049.27	\$41,759.20	\$0.00	\$0.00	\$6,290.07	Estimate through Oct 2024
<b>Total</b>			<b>\$10,524,028.06</b>	<b>\$5,595,900.28</b>	<b>\$2,094,533.30</b>	<b>\$760,667.01</b>	<b>\$353,274.98</b>	<b>\$2,137,424.99</b>	
<b>Total Marin County and Special Districts</b>				<b>\$1,052,612</b>	<b>\$709,630</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$322,982</b>	
<b>Total State</b>				<b>\$1,182,927</b>	<b>\$300,964</b>	<b>\$361,138</b>	<b>\$15,903</b>	<b>\$254,922</b>	
<b>Total Federal</b>				<b>\$3,206,767</b>	<b>\$1,042,180</b>	<b>\$347,412</b>	<b>\$308,634</b>	<b>\$1,508,540</b>	
<b>Total Foundations</b>				<b>\$153,595</b>	<b>\$41,759</b>	<b>\$52,117</b>	<b>\$8,738</b>	<b>\$50,981</b>	

## Marin RCD Grants

Done	Grant	Funding	Status	Lead	Purpose
	1 SWRCB 319h Water Quality on the ranches-dairies	\$ 800,000	Awarded 2020	Marin RCD	Implement projects on the ranches in TBay and Stemple watersheds
X	2 Campbell Drawdown Marin	\$ 10,000	Declined	Marin RCD	Fund participation in Drawdown Marin
X	3 CA Wildlife Cons Board Pacific Flyway	\$ 400,000	Declined	CARCD	Fund Corda restoration
X	4 CDFW Walker Creek Estuary	\$ 350,000	Awarded 04/2020	Marin RCD	Study Walker estuary for fisheries enhancement
n/a	5 Halleck Creek Horse Stables	TBD	directed to grant	Marin RCD	Manure composting
X	6 COM Keys Creek @ Highway 1 Road Project	\$ 7,100	Awarded 2020	Marin RCD	Work with STRAW and Colliss Ranch to stabilize landslide with willow stakes
X	7 CDFA Restore California - Stemple	\$ 3,126	Awarded 2020	Marin RCD	Work with stemple creek ranch to implement carbon project
n/a	8 Devils Gulch Restoration	TBD	On hold	Marin RCD	Work with CA State Parks on fisheries enhancement
X	9 Cambria/Jackson Wines	\$ 25,000	Awarded 02/2020	Marin RCD	MCP Coordination
X	10 Carbon Farm Plan Implementation	\$ 500,000	Declined	MRCD/STRAW	Implement wildlife projects in carbon farm plans
X	11 GrizzlyCorps Member	\$ 20,000	Awarded 10/2020	Marin RCD	College intern to help with outreach/education in the ag community
X	12 CA Wildlife Cons Board Technical Assistance	\$ 55,000	Declined	CARCD	Technical assistance to producers for carbon farming
X	13 CDFW Lower Lagunitas Assessment	\$ 26,000	Declined	SPAWN	Work with lower Lagunitas landowners and TAC on salmon enhancement opps
X	14 USDA Rancher to Rancher	\$ 25,000	Declined	CARCD	Soil monitoring for 1 ranch, training for staff, 1 rancher to rancher workshop
X	15 NACD TA2020 Regional Soil Health Hub Coordinator	\$ 109,000	Awarded 07/2020	Marin RCD	North Bay Soil Health Coordinator for RCDs. Coordinate programs and staffing
	16 DOC Riparian Restoration Corridor/Cons	\$ 430,000	Awarded 12/2020	Marin RCD	Stemple Creek Riparian Project at Rhigetti Ranch
X	17 MWMA Pyrphytic Plants from Marshall - Inverness	TBD	cancelled	Marin RCD	Remove broom, eucalyptus, jabada grass with 12 properties around the Bay.
	18 PRNS Tech Assist for Ranchers	\$ 69,847	Awarded 03/2020	Marin RCD	Assistance to seashore ranchers for RDM sampling, conditional waivers, planning
X	19 Shovel Ready Projects	\$ 1,000,000	cancelled	NoCoRCDs	Provide legislators with a list of shovel ready projects in prep for stimulus \$
X	20 COVID	\$ 5,000	Awarded 07-2020	CARCD	Provide grants to producers for covid protection
	21 SWRCB 319H Water Quality in Lower Lagunitas	\$ 30,000	Awarded 05/2021	SPAWN	Assist with 2 road projects on ranches
X	22 GrizzlyCorps Member	TBD	Awarded 04/2021	Marin RCD	Intern to help with outreach, monitoring and DEI
	23 CDFA Technical Assistance	\$ 60,000	Awarded 08/2021	Marin RCD	Assist producers in applications to Healthy Soils Program
X	24 NACD TA2021 Regional Soil Health Hub Coordinator	\$ 114,000	Awarded 04/2021	Marin RCD	North Bay Soil Health Coordinator for RCDs. Coordinate programs and staffing
	25 COM Support for Carbon Farm Plans	\$ 50,000	Awarded 03/2021	Marin RCD	Development of 5 carbon farm plans plus match for grant #29
	26 NFWF Monarch Habitat	TBD	Awarded 11/2021	Gold Ridge RCD	Support monarch habitat with landowners
	27 SCC Prop68 Climate Grant	\$ 1,000,000	Awarded 12/2021	Marin RCD	Farm plans, implementation, designs, ed workshops, no till drill and FIGR collaboration
	28 Beaver Dam Analogues	TBD	On hold	TBD	Install Beaver Dam Structures at select locations in the Walker Cr watershed
	29 Lagunitas Restoration @ Coast Guard	TBD	On hold	TBD	Potential collaboration to enhance Lagunitas at the Coast Guard reach
	30 MCF-Kurland Marin Carbon Project Coordinator	\$ 50,000	Awarded 05/2021	Marin RCD	coordinate and scale carbon farming in Marin county
	31 MRCD Internship/Scholarship Fund	\$ 3,000	Awarded 07/2021	Marin RCD	support young dissadvantaged interns wishing to learn on-the job-skills
X	32 Edwards Mother Earth Foundation	\$ 592,000	Declined	CARCD	[Soil Hub] expand agroforestry component of carbon farm plans in the north coast region
	33 PRNS Tech Assist for Ranchers	\$ 48,285	Awarded 09/2021	Marin RCD	Assistance to seashore ranchers for RDM sampling, conditional waivers, planning
	34 OPR Marin Biomass Project	\$ 500,000	Awarded 06/2022	Marin RCD	Develop recommendations for biomass recovery and utilization processes, infrastructure, and investment
	35 MALT Carbon Farming	\$ 90,000	Awarded 03/2021	Marin RCD	2 carbon farm plans and carbon farming implementation
	36 COM Support for Carbon Farming	\$ 125,000	Awarded 12/2021	Marin RCD	support project development
X	37 UC Western SARE Soils Training	\$ 78,167	Awarded 03/2022	Marin RCD	[Soil Hub] Soil Health Assessment/Management Through California's North Coast Soil Hub
	38 WCB Monarch Pollinator Habitat	\$ 250,000	Awarded 09/2022	CARCD	Install and monitor monarch/pollinator plants in riparian or hedgerow areas
	39 USDA Climate Smart Commodities	\$ 3,585,745	Awarded 09/2022	Sonoma County	Plan, design, install, monitor GHG reduction and carbon sequestration projects
X	40 NACD TA2022 Regional Soil Health Hub Coordinator	\$ 124,000	Awarded 09/2022	Marin RCD	North Coast Soil Health Coordinator for RCDs. Coordinate programs and staffing
X	41 Planning Drought Resiliency	\$ 286,239	Declined	Marin RCD	Work with UCCE-MALT on drought resiliency watershed planning for producers
	42 NRCS Grazing Lands	\$ 25,000	Awarded 04/2023	Gold Ridge RCD	[Soil Hub] Staff training on prescribed grazing/ grazing mgmt plans, workshops and education for produce
	43 CDFA Conservation Planning (CAPGP)	\$ 182,000	Awarded 02/2023	Marin RCD	Carbon farm plans, grazing management plans, soil health management plans

## Marin RCD Grants

44	SWRCB 319h Water Quality on the ranches-dairies	\$ 739,872	Awarded 07/2023	Marin RCD	Implement projects on the ranches in PRNS and Stemple watersheds
45	FHA Anadromous Organism Passage (AOP) grant	TBD	Due 2/6/23	Mill Valley	Support Mill Valley StreamKeepers & City of Mill Valley with proposal for barrier retrofit for fish passage
46	OPR Marin Biomass Project	\$ 250,000	Awarded 05/2023	Marin RCD	Develop recommendations for biomass recovery and utilization processes, infrastructure, and investment
47	UC SAREP CA Farm Demonstration Network	\$ 53,730	Awarded 07/2023	UC SAREP (Conser	[Soil Hub] Development and monitoring of field trials, education and outreach on soil health and climate-
48	DOC Capacity Building	\$ 681,445	Declined	Marin RCD	[Soil Hub] Tools and technology for program and project management - Salesforce integration; outreach
49	CDFA Healthy Soils Block Grant w/Zero Foodprint	\$ 22,500	Awarded 09/2023	Zero Foodprint	[Soil Hub] CDFA Healthy Soils Program technical assistance and implementation - block grant pilot
50	NOAA Fisheries	\$ 8,000,000	Declined	Marin RCD	habitat restoration and coastal resilience. Focus on salmon restoration.
51	MCF-Kurland Marin Carbon Project Coordinator	\$ 50,000	Awarded 06/2023	Marin RCD	coordinate and scale carbon farming in Marin county
52	NACD TA2023 Regional Soil Health Hub Director	\$ 73,950	Awarded 01/2024	Marin RCD	[Soil Hub] North Coast Soil Health Coordinator for RCDs. Coordinate programs and staffing
53	OPR Enhancing Climate Resilience in North Bay	\$ 127,000	Declined	Gold Ridge RCD	Urban rebate program to construct rainwater catchment systems
54	OPR Community Economic Resilience Fund	TBD	cancelled	Marin RCD	Feasibility study to build out biomass-related climate jobs (high road jobs)
55	MC Measure A FARE PRNS Weed Mgmt	\$ 100,000	Declined	Marin RCD	Comparative methods of removal of Scotch Broom on PRNS rangeland
56	North Coast Wildfire Resilience Block Grant	\$ 250,000	Awarded 05/2024	Humboldt RCD	Equipment, fire prevention, training/workforce development, CEQA-NEPA permitting
57	NRCS Soil Hub Director	\$ 75,000	Awarded 06/2024	Marin RCD	[Soil Hub] Continuation of North Coast Soil Hub Director position
58	NACD TA2024 Regional Soil Health Hub Director	\$ 161,540	Awarded 12/2025	Marin RCD	[Soil Hub] North Coast Soil Health Director for RCDs. Coordinate programs and staffing
59	Tomales Bay Tire Removal	\$ 50,000	In Progress	Marin RCD	Possible contract with the county to remove old tires in Tomales Bay
60	Zone 10-Inverness Flood Control	\$ 30,000	In Progress	Marin RCD	Possible contract with county to address flood issues in Zone 10
61	COWGIRL	\$ 724,000	In Progress	Marin RCD	Continuation of COW water quality program
62	Prop4-Climate Bond	TBD	In Progress	TBD	TBD
63	Carbon Cycle Institute	TBD	In Progress	Marin RCD	Fund North Bay Soil Hub director involvement in Bay Area Regional Climate Planning
64	WRA Mitigation	\$ 250,000	In Progress	Marin RCD	Possible funding source for Chileno Creek Restoration Project

## IDEAS

### Requirements

1.  Cover Sheet
2.  Project Narrative
3.  Applicant Eligibility
4.  Application Questions
5.  Work Plan
6.  Budget
7.  Project Maps
8.  Design Plans
9.  Monitoring and Reporting Plan
10.  Management Plan
11.  Site Access Documentation
12.  CEQA Documentation
13.  Permits
14.  Photographs
15.  California Conservation Corps Consultation Verification
16.  Authorizing Resolution from Governing Body
17.  Payee Data Record (STD 204)
18.  Collaboration and Support Letters

### RCD

Annual Plan

long range plan

mtg notices and minutes for 6 months via website

documentation of required match

crop farming help



**ACTION: Amendment to Office Lease Agreement**

Board discussion and approval of an amendment to update lease terms and extend the lease for 3 years.

**Background:**

1. The offices leased by the MRCD were sold in 2022. Subsequent to the sale the lease became a month-to-month lease. The lease contains provision for the payment of common area maintenance expenses ("CAM") to be reconciled annually. The rental lease rate that is in effect is \$1.55 per square foot. The total monthly rent under that lease is \$1,529.

The amended lease contains several important changes to note (see attached lease and amendment):

2. The lease will be extended to a 3-year term from January 2025 to December 2027
3. The lease begins with a gross rental rate of \$2.40 per square foot for the 2025 calendar year (a 55% increase)
4. The per square foot lease rate will increase at a rate of 3% per year over the term of the lease
5. The new lease eliminates the allocation and payment of CAM expenses
6. The gross monthly rental rates will be \$2,373.60, \$2,444.81 and \$2,518.16 for calendar years 2025, 2026 and 2027, respectively

The finance committee voted unanimously to recommend the amendment to the office lease agreement the board for discussion and approval.

**Today's Potential Actions:**

1. Board approval to enter into the amended lease.
2. Board decision to decline entering into the amended lease and find alternative office space.

**Available Budget:**

The office space cost will go from \$18,348 per year to \$28,483 per year. the immediate impact to the budget will be \$10,135 for 2025 and increase by 3% each year.

Please note that we also received a reconciliation of CAM for 2023 that showed an additional balance due of \$7,573.

Additionally, the amendment shifts the risks and rewards of increases in operating expenses (CAM) from the RCD to the landlord.

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into as of January 1, 2025, by and between Pt. Reyes 4th Investor, LLC ("Landlord") and MARIN RESOURCE CONSERVATION DISTRICT ("Tenant").

### RECITALS

A. Landlord's predecessor-in-interest, THE BARN PROJECT, LLC, and Tenant entered into that certain Lease Agreement dated May 1, 2016 (the "Original Lease") for premises located at 80 Fourth Street, Suites #202 and #203, Point Reyes Station, California (the "Premises").

B. THE BARN PROJECT, LLC has assigned all of its right, title and interest in the Original Lease to Pt. Reyes 4th Investor, LLC.

C. The parties now desire to amend the Original Lease to modify the rental rate, extend the term, and update certain other provisions as set forth below.

The foregoing recitals are incorporated into and made a part of this Amendment.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Landlord Entity. All references to "THE BARN PROJECT, LLC" or "Landlord" in the Original Lease shall hereafter refer to "Pt. Reyes 4th Investor, LLC". Pt. Reyes 4th Investor, LLC hereby assumes all rights and obligations of Landlord under the Original Lease as of January 1, 2025.

2. Term Extension. Section 3.1 of the Original Lease is hereby amended to provide that the Term shall be extended for three (3) years, commencing on January 1, 2025, and ending on December 31, 2027, unless sooner terminated pursuant to the terms of the Lease.

3. Rentable Square Footage. The parties acknowledge and agree that the actual rentable square footage of the Premises is:

- Suite 202: 581 rentable square feet
- Suite 203: 408 rentable square feet

4. Base Rent. Section 4(a) of the Original Lease is hereby amended to provide that the Base Rent shall be:

Year One (January 1, 2025 - December 31, 2025):

- Suite 202: \$1,394.40 per month (\$2.40 per rentable square foot)
- Suite 203: \$979.20 per month (\$2.40 per rentable square foot)
- Total Monthly Base Rent: \$2,373.60

Year Two (January 1, 2026 - December 31, 2026):

- 3% increase on Year One rates
- Suite 202: \$1,436.23 per month (\$2.47 per rentable square foot)
- Suite 203: \$1,008.58 per month (\$2.47 per rentable square foot)
- Total Monthly Base Rent: \$2,444.81

Year Three (January 1, 2027 - December 31, 2027):

- 3% increase on Year Two rates
- Suite 202: \$1,479.32 per month (\$2.55 per rentable square foot)
- Suite 203: \$1,038.84 per month (\$2.55 per rentable square foot)
- Total Monthly Base Rent: \$2,518.16

5. Expenses. As of January 1, 2025, any and all provisions in the Original Lease requiring Tenant to pay operating expenses, common area maintenance charges, property taxes, insurance, or any other expenses beyond Base Rent are hereby deleted and shall no longer be applicable. Tenant's sole monetary obligation under the Lease shall be the payment of Base Rent.

6. Common Areas. The Original Lease is hereby amended to add the following provision regarding use of Common Areas:

“Tenant and its employees, customers and invitees shall have the non-exclusive right to use the Common Areas together with Landlord and the other tenants of the building, their customers, employees, and guests and, subject to such reasonable rules and regulations governing the use of the Common Areas as Landlord may from time to time prescribe. The violation of any such rules

and regulations shall be deemed a material breach of this Agreement. A copy of the rules currently in effect is attached as Exhibit A hereto.”

7. Notices. Any provision in the Original Lease regarding notices to Landlord is hereby amended to provide that all notices to Landlord shall be addressed as follows:

Pt. Reyes 4th Investor, LLC

Attention: Stephen Swire

[REDACTED]

[REDACTED]

[REDACTED]

**Full Force and Effect**. Except as expressly amended hereby, the Original Lease remains unmodified and in full force and effect.

9. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Amendment as of the date set forth herein above.

LANDLORD:

Pt. Reyes 4th Investor, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TENANT:

MARIN RESOURCE CONSERVATION DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## LEASE AGREEMENT

### 1. Parties.

**THIS LEASE AGREEMENT** (the "Lease") made and entered into this **First day of May, 2016** between THE BARN PROJECT, LLC, hereinafter referred to as "Landlord", and **MARIN RESOURCE CONSERVATION DISTRICT**; hereinafter referred to as "Tenant".

### 2. Premises.

Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the County of Marin, State of California, commonly known as **80 Fourth Street, Suites #202 and #203, Point Reyes Station, California**, comprising **556 square feet** and **456 square feet**, respectively, of gross rentable area (the "Premises").

### 3. Term.

3.1 Term. The term of this Lease is **One Year** commencing on **May 1, 2016** (the Commencement Date") and ending on **April 30, 2017** unless sooner terminated pursuant to any provision hereof.

3.2 Delay in Possession. Notwithstanding Section 3.1, if for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder, but in such case, Tenant shall not be obligated to pay rent until possession of the Premises is tendered to Tenant, unless Landlord's failure to deliver possession of the Premises to Tenant on the Commencement Date is caused in whole or in part by Tenant's acts or omissions.

3.3 Early Possession. If Tenant occupies the Premises prior to the Commencement Date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Tenant shall pay rent for such period at the initial monthly rate set forth below.

### 4. Rent.

(a) Tenant agrees to pay landlord, during the Term of this Lease, an annual base rent for the lease of the Premises in accordance with the schedule listed below. Rent shall be paid without any prior demand and without any deduction or set-off whatsoever, in consecutive equal monthly installments of one-twelfth (1/12) of the applicable yearly rent in advance on the first day of each and every month of the Term. If the Term of this Lease commences or terminates on a day other than the first of the month, the amount of rent to be paid for said

month shall be prorated. Rent shall be paid to the Landlord, **THE BARN PROJECT, LLC, 2080 Lakeville Highway, Petaluma, CA 94954**. The rent schedule during the Term of the Lease is:

**Suite 202 - \$7,020 (Seven Thousand Twenty Dollars) per year at the rate of \$585 (Five Hundred Eighty Five Dollars) per month.**

**Suite 203 - \$5,640 (Five Thousand Six Hundred Forty Dollars) per year at the rate of \$470 (Four Hundred Seventy Dollars) per month.**

(b) The above rent schedule is based upon the agreement of the parties hereto that the premises are being leased by the Landlord to the Tenant and accepted by the Tenant. The Landlord warrants that the premises and systems will be in good working order and condition on the date of execution of this Lease.

(c) The "First Lease Year" shall be that twelve (12) month period commencing on the Commencement Date and ending twelve (12) months later.

(d) In addition to the foregoing fixed Rent, all other payments to be made by Tenant pursuant to the lease shall be deemed to be and shall become additional rent hereunder (hereinafter known as "Additional Rent"), whether the same be designated as such, and shall be subject to the same terms and provisions as the rent above, and Landlord shall have the same remedies for failure to pay the same as for nonpayment of fixed expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in such event said Monies shall be due from Tenant as Additional Rent and Tenant hereby agrees to pay all Additional Rent sums forthwith on demand from Landlord. Tenant's failure to object to any statement rendered by Landlord pursuant to the terms herein within thirty (30) days after receipt thereof shall constitute Tenant's acquiescence with respect thereto. Failure to pay fixed Rent or Additional Rent by the due date shall constitute a default by the Tenant of this Lease and shall entitle the Landlord to avail itself of any and all of the remedies provided for herein.

(e) If Tenant shall fail to pay, when the same is due and payable, any Rent, Additional Rent, or other amounts or charges described in this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate equal to two (2) percentage points above the prime rate of interest published in the West Coast Edition of the Wall Street Journal on the first weekday of each month during the term of this Lease. In addition to the foregoing, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount of any installment of Rent, Additional Rent, or otherwise, which is not received by Landlord within five (5) days after the due date thereof.

**5. Operating Expenses.**

(a) In addition to the fixed Rent set forth above, the charges to be paid by Tenant under paragraphs 8.3 (Common Area Maintenance), 9 (Insurance), 12 (Real Property Taxes), and 13 (Utilities and Services), collectively known as "Operating Expenses", shall be estimated by Landlord, and one twelfth (1/12<sup>th</sup>) of such estimated charges for the year shall be paid monthly in advance of the first day of the month in addition to Tenant's monthly Rent.

(b) "Tenant's Share" shall be a fraction, the numerator of which shall be Tenant's gross rentable area (**556 square feet for Suite 202** and **456 square feet for Suite 203**) and the denominator of which shall be the total gross rentable area in the premises (**4,807 square feet**) of which the Premises are a part. For purposes of this Lease, the Tenant's share shall be **10% for Suite 202** and **9% for Suite 203**).

(c) Landlord shall submit a written statement to Tenant prior to the Commencement Date of this Lease and thereafter on or about January 15 of each calendar year that this Lease is in effect, setting forth Landlord's cost of Tenant's share of the cost of Operating Expenses for the next calendar year (or for the remaining year as the case may be.) At the end of each calendar year, Landlord will compare the actual Operating Expenses costs with the estimated Operating Expenses costs and advise Tenant whether any adjustments should be made. If the actual Operating Expenses costs are less than the estimated Operating Expenses costs, Landlord shall forthwith reimburse Tenant for the difference, or, at Landlord's election, offset the overage against Tenant's other obligations to make payments to Landlord hereunder.

(d) Beginning **May 1, 2016** the Common Area Maintenance (CAM), Insurance and Real Estate Taxes will be estimated at **\$129.00 per month for Suite 202** and **\$174.00 per month for Suite 203**. Tenant shall pay this cost in equal monthly installments in the same manner as rent is paid.

**6. Security Deposit.**

Tenant shall deposit with Landlord, upon execution hereof, an amount equal to **\$383 (Three Hundred Eighty Three Dollars) for Suite 202** and **\$624 (Six Hundred Twenty Four Dollars) for Suite 203** for Tenant's faithful performance of Tenant's obligations hereunder (the "**Security Deposit**"). And if Tenant fails to pay rent or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any rent or other charge in default or for the payment of any sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant shall, within ten (10) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount hereinabove stated and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep said

deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned without payment of interest or other increment for its use to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration for the term hereof, within thirty (30) days after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to the Security Deposit.

**7. Use, Common Areas, Parking.**

7.1 Use. Premises shall be used and occupied for **Office Use** and for no other purpose. Tenant shall promptly obtain any and all permits, licenses and the like required to permit the Tenant to Occupy the Premises for the purpose herein stated.

7.2 Compliance with Law. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, permits, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use or condition of the Premises, including but not limited to, environmental matters and employee health and safety. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or shall tend to disturb such other tenants.

7.3 Condition of Premises. Tenant hereby accepts the Premises in their condition existing as of the Commencement Date of this Lease, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use and condition of the Premises, and any covenants or restrictions of record and accepts this Lease subject thereto and to all matters disclosed thereby. Tenant acknowledges that neither Landlord or Landlord's agent has made any representations or warranty as to the present or future suitability of the Premises for the conduct of Tenant's business.

7.4 Common Areas. All areas and facilities that landlord shall from time to time designate as being for the mutual use of Tenant, its customers, employees and other tenants, including but not limited to all parking areas, sidewalk, driveways and landscaped areas located on real property on which the Premises are located, shall be known as the "Common Areas". Tenant and its employees, customers and invitees shall have the non-exclusive right to use the Common Areas together with Landlord and the other tenants of the building, their customers, employees and guests and, subject to such reasonable rules and regulations governing the use of the Common Areas as Landlord may from time to time prescribe, such rules specifically include but are not limited to parking rules. Tenant shall not use the Common Areas for storage without the prior written consent of landlord or take any action which would interfere with the rights of other persons to use the Common Areas. Landlord may temporarily close any part of the Common Areas for such period of time as is reasonably necessary to make repairs or alterations to the Common Areas of the building located on the real property of which the Premises are a part.



## **8. Maintenance, Repairs and Alterations**

### **8.1 Tenant's Obligations**

(a) Tenant, at Tenant's expense, shall keep in good order, condition and repair the nonstructural portions of the Premises and every part thereof, including by way of illustration, all plumbing, heating, air conditioning, ventilating, electrical and lighting facilities and equipment located within the Premises, interior surfaces of exterior walls, ceilings, windows, doors and plate glass. Tenant shall be obligated to make the repairs required hereunder whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements, or the age of such portions of the Premises. The term "repair" shall be deemed to include replacements. In addition to Tenant's obligations set forth herein, Tenant shall, at its expense, repair and replace any and all portions of the Premises, structural and nonstructural, damaged by the Tenant's acts or omissions or the acts or omissions of Tenant's employees, agents, contractors or any others for whom Tenant may be responsible.

(b) If Tenant fails to perform Tenant's obligations under this Section 8.1 within a reasonable time after receipt of written notice of the need for such repairs, Landlord may at Landlord's option enter upon the Premises (except in the case of emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf and put the Premises in good order, condition and repair, and the cost thereof shall be due and payable as additional rent to Landlord, together with Tenant's next rental installment.

(c) On the last day of the term thereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as received, ordinary wear and tear excepted, and the Premises shall be delivered to the Landlord clean, uncontaminated and free of debris. Tenant shall remove its trade fixtures, furnishings and equipment from the Premises and shall repair any damage to the Premises occasioned by the installation of or removal of its trade fixtures, furnishings and equipment.

**8.2 Landlord's Obligations.** Landlord, at Landlord's expense, shall keep in good order, condition and repair, all of the structural portions of the Premises, including without limiting the generality of the foregoing, the roof, the exterior walls and foundations of the Premises. Landlord shall repair and replace if necessary any latent or other defects in the Premises which arose during or which are attributable to construction of the Premises; and Landlord shall maintain the Common Areas as described in Section 7.4. Landlord shall have no obligation to make repairs under this subsection 8.2 until a reasonable time after receipt of written notice of the need for such repairs.

**8.3 Common Area Maintenance.** Tenant shall pay to Landlord, Tenant's Share, as defined in Section 5(b) of the cost of Common Area Maintenance (referred to as "CAM costs") for the Premises. CAM costs shall include Landlord's property management fee and all expenses reasonably incurred and paid by Landlord in operation and maintaining

the Common Areas of the Premises including, without limiting the generality of the foregoing, Common Area utilities, landscaping and lawn maintenance, cleaning, and repairing paved and unpaved surfaces, lighting, and other items, whether or not similar to the foregoing.

#### 8.4 Alterations and Additions.

(a) Tenant shall not make any alterations, improvements or additions in, on or about the Premises without Landlord's prior written consent, which will not be unreasonably withheld.

(b) Any alterations, improvements or additions in the Premises that Tenant shall desire to make shall be presented to Landlord in written form. If Landlord shall give its consent, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from appropriate governmental agencies and complying with all conditions of said permit in a prompt and expeditious manner.

(c) Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmens' liens against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days notice prior to the commencement of any such work in the Premises, and the Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend itself and Landlord against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises. Landlord may, at its option, require Tenant to furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to one hundred fifty percent (150%) of the amount of such contested lien, claim or demand, indemnifying Landlord against liability for the same and holding the Premises free from the effect for such lien or claim.

(d) Unless Landlord requires their removal, all alterations, improvements and additions which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this Section 8.4, Tenant's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of the Tenant and may be removed by Tenant.

## **9. Insurance/Indemnity.**

9.1 Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage insuring both Landlord and Tenant against liability arising out of Tenant's use, occupancy and maintenance of the Premises and all other areas appurtenant thereto. Tenant shall deliver to Landlord a certificate of insurance required under this subsection. No such policy shall be cancelable or subject to reduction in coverage except after thirty (30) days prior written notice to Landlord. The liability insurance obtained by the Tenant under this paragraph 9.1 shall (i) be primary and non-contributing; (ii) contain cross liability endorsements; and (iii) insure the Landlord against Tenant's performances under Section 9.4, if the matters giving rise to indemnity under Section 9.4 result from negligence of the Tenant. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain comprehensive liability in an amount and with coverage determined by Landlord insuring Landlord against the liabilities arising out of ownership, operation, use or occupancy of the property. The policy obtained by the Landlord shall not be contributory and shall not provide primary insurance.

9.2 Property Insurance. Landlord agrees that it will keep in force, during the term of this Lease, insurance covering loss or damage to the Premises (but not to Tenant's trade fixtures, furnishings, personal property or improvements) providing protection against all perils included within the classification of fire, lightning, and extended coverage. Tenant shall pay "Tenant's Share" of the cost of such insurance as defined in Section 5 (b).

9.3 Waiver of Subrogation. Insofar as the following provision may be effective without invalidating insurance coverage, Tenant and Landlord each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under this Section 9, which perils occur in, on or about the Premises whether due to the negligence of Landlord or Tenant or their agents, employees, contractors, and/or invitees, but only to the extent that such loss or damage is actually covered by insurance, and only to the extent that the insured party has received proceeds of insurance therefore.

9.4 Indemnity. Tenant agrees to pay, defend, indemnify and hold harmless, Landlord from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees) in connection with any injury to, or the death of, any person in, on or about the Premises or any damage to or loss of property on the Premises, except any such liabilities, losses, damages, costs, or expenses arising out of Landlord's negligence or willful act. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel mutually satisfactory to Landlord and Tenant.

9.5 Exemption of Landlord From Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income there from or for damage

to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the same damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

## **10. Damage of Destruction.**

### 10.1 Definitions.

(a) "Partial Damage" means damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is less than fifty percent (50%) of the fair market value of the building immediately prior to such damage or destruction.

(b) "Total Destruction" means damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is fifty percent (50%) or more of the fair market value of the building immediately prior to such damage or destruction.

10.2 Partial Damage. If at any time during the term of this Lease, there is damage which falls within the classification of Partial Damage, Landlord may, at Landlord's option, either (i) repair such damage, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to terminate this Lease, which termination shall be effective as of the date of the occurrence of such damage.

10.3 Total Destruction. If, at any time during the term of this Lease, there is damage which falls into the classification of Total Destruction, this Lease shall automatically terminate as of the date of such destruction.

10.4 Abatement of Rent. If Landlord repairs or restores the Premises pursuant to the provisions of this Section 10, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. All additional Operating Expenses to include Common Area Maintenance and Taxes and Insurance will also be considered a part of the abatement. Except for the abatement of rent, if any, Tenant shall have no claim against Landlord as a result of any such damage.

## **11. Condemnation.**

If the Premises or any portion thereof of the building or other areas appurtenant to the Premises are taken under the power of eminent domain, or sold under threat of the exercise of said power (all of which are herein called "condemnation") this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If in the reasonable opinion of the Tenant, the portion of the Premises taken by the condemnation materially adversely affects Tenant's operations on the Premises, Tenant may, at Tenant's option, to be exercised in writing only within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes such possession) terminate this Lease as of the date the condemning authority takes such possession. Landlord shall also have the option to terminate this Lease by notice to Tenant given within the time limit set forth above, if in the Landlord's reasonable opinion, it would be economically not feasible to continue leasing the Premises to Tenant. If this Lease is not in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the square feet of the premises which is taken bears to the total square feet of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of the Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award made specifically for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, at Landlord's expense, promptly repair any damage to the Premises caused by such condemnation.

## **12. Real Property Taxes.**

12.1 Payment of Taxes. Tenant shall pay Tenant's share of the real property tax applicable to the Premises during the term of this Lease. "Tenant's Share" shall be calculated as defined in Section 5(b). If any real property taxes paid by Landlord covers any period of time prior to or after the expiration of the term hereof, Tenant's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect. At the lease expiration any taxes paid by Tenant in advance shall be prorated and refunded to Tenant within thirty (30) days after expiration of the Lease.

12.2 Definition of "Real Property Tax". As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage, or other improvement district thereof, as against any legal or equitable interest of Landlord in

the Premises or in the real property of which the Premises are a part, as against Landlord's right to rent or other income there from, and as against Landlord's business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax" or (ii) the nature of which was hereinbefore included within the definition of "real property tax", or (iii) which is imposed by reason of this transaction or any modification or changes hereto.

### 12.3 Personal Property Taxes.

(a) Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises. When possible, Tenant shall cause said trade fixtures, furnishings, equipment, and all other personal property to be assessed and billed separately from the real property of Landlord.

(b) If any of the Tenant's personal property shall be assessed with the Landlord's real property, tenant shall pay Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement setting forth the taxes applicable to the Tenant's property.

### 13. Utilities and Service.

Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. If any such utilities are not separately metered, Tenant shall pay Tenant's share, as defined in Section 5(b), of the charges for utilities paid by Landlord. If due to the nature of the Tenant's business, water usage exceeds that of other tenants in the Premises, Tenant agrees to pay a greater share of any utilities attributed to its use.

### 14. Assignment and Subletting.

14.1 Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, without Landlord's prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of the Lease. Any transfer of this Lease from Tenant by merger, consolidation or liquidation shall constitute an assignment for purposes of this Lease. Similarly, the death of or merger, consolidation or liquidation of any majority shareholder of Tenant or of any guarantor of this Lease, or the sale, transfer or other conveyance of a controlling interest in Tenant or in any guarantor of this Lease shall constitute an assignment for purposes of this Lease. Any such act done or suffered without first obtaining Landlord's written consent shall be void, and shall, at the option of the Landlord, terminate this Lease.

The parties acknowledge that it is not their intention that Tenant's leasehold interest in the premises should have any "bonus value" or marketable value to Tenant due to the fact that the Minimum Rent and Additional Rent provided herein may from time to time be less than the fair market rental value of the premises.

14.2 No Release of Tenant. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee of Tenant or any successor of Tenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against successor. Landlord may consent to subsequent assignments of subletting of this Lease or amendments or modification to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Lease.

14.3 Landlord's Option to Terminate. Notwithstanding anything contained herein to the contrary, in the event that at any time during the term of this Lease, Tenant desires to assign this Lease or to sublet all or part of the Premises, Tenant shall notify Landlord in writing of the terms of the proposed assignment or subletting and the area so proposed to be sublet and, notwithstanding, Landlord's aforesaid obligation not to unreasonably withhold consent, Landlord shall have the option to terminate this Lease wholly in the event of a proposed assignment or sublet of the whole Premises, or partially as to the portion of the Premises proposed to be sublet, upon written notice to Tenant within forty-five (45) days after receipt of notice of Tenant's intention to assign or sublet. If Landlord's election to terminate involves only a portion of the Premises, the rent specified in this Lease shall be adjusted proportionately on the basis of the number of square feet retained by Tenant and this Lease shall continue in full force and effect in all other respects.

## **15. Defaults/Remedies.**

15.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(a) The vacating or abandonment of the Premises by Tenant;

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a notice to pay rent or quit pursuant to applicable unlawful detainer statutes, such notice to pay rent or quit shall also constitute the notice required by this section;

(c) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in Section 15.1(b) above, where such failure shall continue for a period of thirty-five (35) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty-five (35) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within the thirty-five (35) days period and thereafter diligently prosecutes such cure to completion; and

(d) (i) The making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant becomes a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in the lease, where possession is not restored to Tenant within thirty (30) days.

15.2 Remedies. In the event of any such material default or breach by Tenant, Landlord may, at any time thereafter with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; the expense of re-letting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; and the portion of the leasing commission paid by Landlord pursuant to Section 16 applicable to the unexpired term of this Lease; or

(b) Maintain Tenant's right of possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises; in such event Landlord shall be entitled to enforce all of Landlord's right and remedies under this Lease, including the right to recover the rent as it becomes due hereunder; or

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the lesser of 13% per annum or the maximum rate then allowable by law.

This Lease shall not be deemed to be terminated by Landlord's entry on the Premises, or by any other act unless Landlord specifically expresses its intent to terminate this Lease.



15.3 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

15.4 Default by Landlord. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) business days after such amount shall be due then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ten (10%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Landlord shall have the right to require that rental payments be made by certified or cashier's check.

## 16. Estoppel Certificate.

(a) Tenant shall at any time upon not less than ten (10) days prior notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, state the nature of such modifications and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) At Landlord's option, Tenant's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one (1) month's rent has been paid in advance or such failure may be considered by Landlord as a default by Tenant under this Lease.

(c) If Landlord desires to finance, refinance, or sell the Premises, or any part thereof, Tenant hereby agrees to deliver to any lender or purchaser designated by Landlord such financial statements of Tenant as may be reasonably required by such lender or purchaser.

All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

**17. Landlord's Liability.**

The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee, title or Tenant's interest in a ground lease of the Premises. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability in respect of Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord successors and assigns, only during their respective periods of ownership.

**18. Severability.**

The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any provision hereof.

**19. Additional Rent.**

Any monetary obligations of Tenant to Landlord under the terms of this Lease shall be deemed to be additional rent.

**20. Incorporation of Prior Agreements; Amendments.**

This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither the real estate broker hereof nor any cooperating broker on this transaction nor the Landlord or any employees or agents of any of said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of said Premises.

**21. Notices.**

Any notice required or permitted to be given hereunder shall be in writing and may be given by express courier, personal delivery, or by certified mail, and shall be deemed sufficiently given if addressed to Tenant or to Landlord, at the address immediately adjacent to the signature of the respective parties. Either party may, by notice to the other, specify a different address for notice purposes, except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently

transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

**22. Waiver.**

No waiver by Landlord or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

**23. Holding Over.**

If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month-to-month upon all the provisions of this Lease pertaining to the obligations of the Tenant, except rent shall be paid at 125% if the amount payable during the term of this Lease, and all options and rights of first refusal, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month-to-month tenancy.

**24. Cumulative Remedies.**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**25. Binding Effect; Choice of Law.**

Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

**26. Subordination.**

(a) This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee, trustee or ground landlord shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease or the date of recording thereof.

(b) Tenant agrees to execute any documents required to effectuate an attornment, subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder, or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead to execute such documents in accordance with this Section 26(b).

**27. Attorney's Fees.**

If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

If either party refer this Lease to an attorney for collection of rent or seeks legal advice following a default under this Lease, or if an action is instituted on this Lease, or if any other judicial or non-judicial action is instituted and an attorney is employed to appear in any such action or proceeding, the prevailing party shall be entitled to recover from the party not prevailing its reasonable attorney's fees plus all costs and expenses incurred incident to such employment, including all court costs.

Tenant shall pay Landlord's reasonable attorney's fees incurred in connection with Tenant's request for Landlord's consent under Section 14 (Assignment and Subletting), or in connection with any other act which Tenant proposes to do and which requires Landlord's consent.

**28. Landlord's Access.**

Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times, with reasonable notice, for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises or building of which they are a part as Landlord may deem necessary or desirable. Landlord may, at any time place on or about the Premises any ordinary "For Sale" signs and Landlord may at any time during the last one hundred twenty (120) days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Tenant.

**29. Signs.**

Tenant shall not place any sign upon Premises without Landlord's prior written consent. Tenants may pay to have their business name added to the block sign at the front entrance on Fourth Street. The signage must conform to the existing signage.

**30. Merger.**

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing sub-tenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such sub-tenancies.

**31. Guarantor.**

In the event Tenant is obligated to provide a guaranty of this Lease, such guaranty shall be signed by such persons as Landlord may agree to accept and delivered to Landlord upon Tenant's execution of this Lease.

**32. Quiet Possession.**

Upon Tenant paying the rent for the Premises and observing and performing all of the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises subject to all of the provisions of this Lease. Landlord represents and warrants to Tenant that the individuals executing this Lease on behalf of Landlord and that such execution is binding upon all parties holding an ownership interest in the Premises.

**33. Multiple Tenant Building.**

Tenant agrees that it will abide by, keep and observe all reasonable rules and regulations which Landlord may make from time to time for the management, safety, care and cleanliness of the building and grounds, the parking of vehicles and the preservation of good order therein as well as for the convenience of other occupants and tenants of the building. Tenant agrees that all work performed by himself, his employees, or anyone under him will be done within the Premises and at no time will Tenant store anything on the exterior of the Premises. The violations of any such rules and regulations shall be deemed a material breach of this Lease by Tenant.

**34. Security Measures.**

Tenant hereby acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of Tenant, its agents and invitees from acts of third parties.

**35. Easements.**

Landlord reserves to itself the right, from time to time, to grant such easements, rights, and dedications that Landlord deems necessary or desirable, and to cause this recordation of site plans, parcel maps, restrictions and similar instruments so long as such

easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant shall sign any of the aforementioned documents upon request of Landlord and failure to do so shall constitute a material breach of this Lease.

**36. Authority.**

If Tenant is a corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity.

**37. Survival.**

Each term, agreement, obligation or provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition, all of which shall survive the expiration or termination of this Lease any renewals or extensions of this Lease.

**38. Conflict.**

Any conflict between the typewritten provisions of the Lease and the handwritten provisions shall be controlled by the handwritten provisions.

**39. Hazardous Storage.**

Tenant agrees that it will not store gasoline or other explosive, flammable or toxic or hazardous material in or around the Premises or do anything which may cause Landlord's insurance company to void the policy covering the Premises or to increase the premium thereon, and that Tenant will immediately conform to all rules and regulations from time to time made or established by the Landlord's insurance company or insurance rating bureau.

Hazardous materials, as used in this Lease, means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances, hazardous wastes, hazardous materials", or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonia compounds, and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant, its agents, employees, contractors, sub-lessees or invitees without the prior written consent of Landlord. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In

no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the property.

**40. Several Liability.**

If the Tenant shall be one or more individuals, corporations, or other entities, whether or not operating as a partnership or joint venture, then each such individual, corporation, entity, joint venture, or partner shall be deemed to be both jointly and severally liable for the payment of the entire rent and other payments specified herein and all other duties and obligations hereunder.

**LANDLORD:  
THE BARN PROJECT, LLC**

Notice Address:

SS SUE CONLEY  
(Signature)

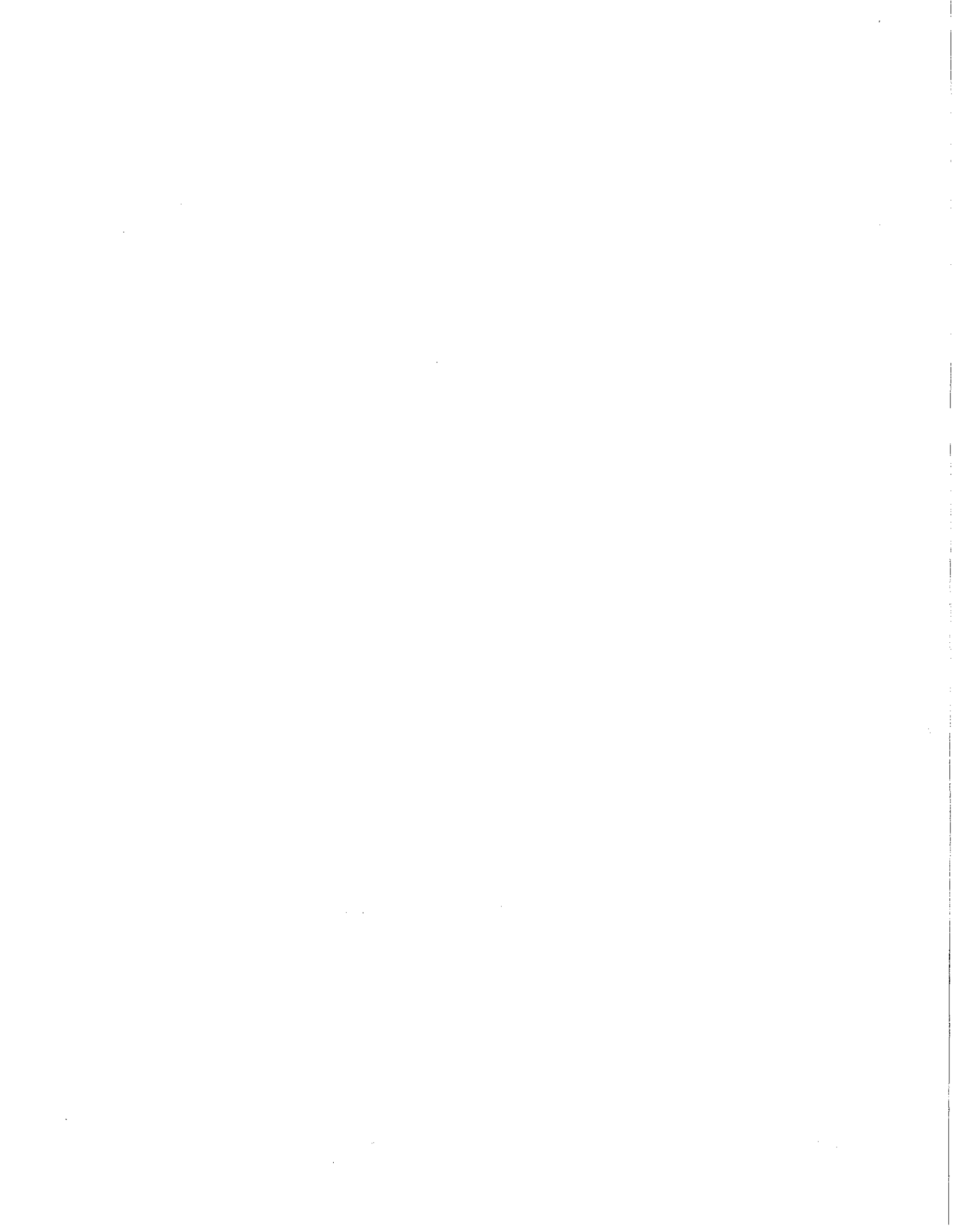
THE BARN PROJECT, LLC  
2080 Lakeville Highway  
Petaluma, CA 94954

Date: 4/20/14

**TENANT:  
MARIN RESOURCE CONSERVATION  
DISTRICT**

[Signature]  
(Signature)

Date: 05/14/14





**ACTION: DISTRICT**

Board review and approval of Marin County Counsel reviewed Marin RCD Conflict of Interest Policy. ~ Nancy Scolari, Executive Director

**URGENCY:**

Moderately Urgent. We need to finalize this policy. We have let the County know we are making modifications.

**BACKGROUND:**

Per the State Political Reform Act, we must review and respond to the Board of Supervisor's 2024 Local Agency Biennial Notice which indicates whether any changes will be made to our Marin RCD Conflict of Interest Code. We let the County know that we were planning on making changes to the policy, essentially adding a new paragraph which is described in the attached new policy.

These changes were submitted to County Counsel for review. County Counsel has provided a policy that does not change the Board's intent but instead refers back to government code. The new policy has the District adopting 2 CCR 18730 by reference and then identifying designated positions and disclosure categories by appendix. This will ensure compliance with the Political Reform Act and will make updating the code much simpler.

**For Context, here is some information that led us to making these changes:**

The [Fair Political Practices Commission website](#) states the following:

### **Local Government Agencies-Adopting & Amending Conflict of Interest Codes**

A local agency's conflict of interest code must reflect the current structure of the organization and properly identify officials and employees who should be filing Statements of Economic Interests ([Form 700s](#)). A code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Form 700s. It helps provide transparency in local government as required under the Political Reform Act.

### **Biennial Review of Conflict of Interest Codes**

To ensure conflict of interest codes remain current and accurate, each local agency is required to review its code at least every even-numbered year. The agency should receive a Biennial Notice as a reminder of this obligation from its code reviewing body.

The County Board of Supervisors is the code reviewing body for county agencies and the code reviewing body for city agencies is the City Council.

When determining whether to amend, an agency should carefully review its current conflict of interest code and consider the following:

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the current code was adopted?
- Have any positions been eliminated or renamed since the current code was adopted?
- Have any new positions been added since the current code was adopted?
- Have there been any substantial changes in duties or responsibilities for any positions since the current code was adopted?
- If an agency answers "yes" to any of the above questions, most likely its conflict of interest code will need to be amended.

It is important to note that the **2023-2024 Marin County Civil Grand Jury Report published in June 2024** found no fraudulent or illegal activities in the handling of District funding, but provided the following findings and recommendations of which the Marin RCD is obligated to respond to separately:

**F1.** Due to a lack of transparency concerning the details of the disbursement of Measure A funds, there is a public perception that there may be conflicts of interest in the way that the funds are being allocated.

**F5.** Individuals from a small group of West Marin farming families that are often beneficiaries of Measure A funds are consistently among the members of the Marin Resource Conservation District Board of Directors, creating a public perception of conflicts of interest in the disbursement of public funds.

**R4.** The Board of Supervisors should deny any grant application where Farmland Preservation Program funds will be awarded to any person, or their family, who is serving as a member of the board of directors of the Marin Resource Conservation District or MALT, or a member of the Measure A Community Oversight Committee.

In **May 2023**, the **CA Fair Political Practices Commission** issued a response to a Conflict of Interest complaint against the District, stating that CA Public Resources Code Section 9412 creates a permissible participation on Board Members' properties.

"Each district may provide technical assistance to private landowners or land occupants within the district to support practices that minimize soil and related resource degradation and support increased resiliency and adaptation to climate change. When in the judgment of the directors it is for the benefit of the district so to do, the directors may give assistance to a private landowner or land occupant within the district in seeds, plants, materials, and labor, and may loan or rent to that private landowner or that land occupant agricultural machinery or other equipment. Assistance shall not be given or loans shall not be made unless the landowner or land occupant receiving the aid or assistance agrees to devote and use the aid or assistance on their lands within the district in furtherance of objectives of the district and in accordance with district plans or regulations. Notwithstanding the fact that the landowner or land occupant

is also a director, any landowner is qualified to and may receive assistance or loans under this section.”

The Board may decide whether to address this matter in its Conflict of Interest Policy. It is clear that, by law, Directors may receive RCD assistance, however Board members may want to distance themselves further from **the vote** of any environmental projects happening on fellow Director’s properties.

It is worth noting that the District rarely provides funds directly to a landowner. Environmental project funding is provided directly to subcontractors (biologists, ecologists, archaeologists, construction contractors). In ALL cases, funds are reimbursable only upon review and approval of receipts by the RCD project manager and funder and project inspections by RCD staff. There are at least two potential options:

**PAST ACTIONS:**

- December 21, 1976. The Marin County Board of Supervisors approved the Marin RCD’s proposed Conflict of Interest Code
- December 15, 1998. The Marin County Board of Supervisors approved Marin RCD’s revision to the Conflict-of-Interest Code to include the Executive Director
- August 14, 2024. Marin RCD approves new Conflict of Interest Policy with the addition of a new section to be reviewed by Marin County Counsel

**TODAY’S ACTIONS:**

**Option 1:** Board approves new Policy without any edits.

**Option 2:** Board approves Policy with proposed edits.

**IMPACTS:** (Describe alliance with [RCD strategic plan](#) and grant goals)

The Conflict of Interest Code affects funding related to all programs in that public perception can affect the approval of ballot measures that the District relies on to implement its environmental programs.

**AVAILABLE BUDGET:**

N/A

CONFLICT OF INTEREST CODE OF THE  
MARIN RESOURCE CONSERVATION DISTRICT  
OF MARIN COUNTY

SECTION 100. Purpose. Pursuant to the provision of Government Code Sections 87300, et seq., the Marin Resource Conservation District (hereinafter “District”) of Marin County hereby adopts the following Conflict of Interest Code.

SECTION 200. Code. The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the Marin Resource Conservation District (“District”).

Section 300. Filing. Individuals holding designated positions shall file their statements of economic interests with the District which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). The District shall retain a copy of all statements and shall send the original statements to the Clerk of the Board of Supervisors of the County of Marin.

Section 400. Prohibition. Beginning January 1, 2025, in order to avoid the appearance of a conflict of interest, it is the policy of the District not to award any grants, loans or other financial incentives or instruments in support of practices located on properties of any officer or employee of the District during the period of service of the officer or employee of the District.<sup>1</sup> The decision to award grants, loans or financial incentives to any officer or employee of the District will instead be authorized by another local, state or federal agency. This prohibition shall not apply to assistance provided by the District to an officer or employee of the district in implementing any practice, grant, loan or other financial incentives or instruments provided by the District or any other local, state, or federal agency to officers and employees of the District.

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<sup>1</sup> Public Resources Code Section 9412 provides that resource conservation districts may provide technical assistance, loans, equipment and other assistance to private landowners within the district to support practices that “minimize soil and related resource degradation and support increased resiliency and adaptation to climate change.” Loans and assistance authorized under Public Resources Code Section 9412 may be provided to directors of resource conservation districts. (Pub. Res. Code Sec. 9412 (“Notwithstanding the fact that the landowner or land occupant is also a director, any landowner is qualified to and may receive assistance or loans under this section.”).)

APPENDIX A  
DESIGNATED POSITIONS

<b>Designated Positions</b>	<b>Assigned Disclosure Category</b>
Directors	1
Executive Director	1
Director of Finance	1

**Category 1**

A designated position in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

Only investments in, and sources of income from, business entities, and sources of income, which do business in the geographic area of the Marin Resource Conservation District, or real property interests located in the District, need to be reported.

Dear RCDs,

We again discussed the need for a **federal lobbyist to keep us informed and represent RCD interests at the federal level** during these very difficult times. **Action** needed and additional information are below:

**Lobbyist Qualifications/Proposal:**

- John Sobel was recommended by a trusted source – Jon Barret’s lobbyist, Jayson Braude. Having spoken with John and reviewed his proposal, I think he is an excellent fit.
- His proposal is attached

**Why does CARCD need our own federal lobbyist when we have NACD to represent us?**

NACD represents RCDs across the country, some of whom have natural resource, agricultural, and other priorities very different from those we Californians share. While NACD’s advocacy is vital to RCDs, and the fly-in they are hosting in March is an excellent service, California’s RCDs need an advocate focused on issues that matter to California (wildfires, drought, climate, biodiversity, etc.), especially in the current political climate.

**Cost and Action Requested:**

- Total monthly cost is \$4,000.
- CARCD can cover \$2,000/month for 6 months at least.
- \$2,000/month needed from RCDs for at least 3 months, preferably 6 months
- Commitment with lobbyist is for 3 months, to begin with. Likely to renew 3-month commitments going forward to ensure continued ability to pay and satisfaction with service.
- **ACTION: Enter your contribution amount in the [google sheet linked here](#). Requested by Tuesday, which is also deadline for acres and people info in our [grants google sheet](#).**

Thanks in advance for your help.

Best regards,

**Nancy Wahl-Scheurich ([She/Her](#))**

Executive Director

California Association of Resource Conservation Districts (CARCD)



# PROPOSAL FOR FEDERAL ADVOCACY SERVICES

Prepared for:



CALIFORNIA ASSOCIATION OF  
**RESOURCE**  
CONSERVATION DISTRICTS

**February 24, 2025**

**John Sobel, principal**  
jsobel@telegraphadvisors.com

300 New Jersey Avenue NW, Suite 300  
Washington DC 20001

**925-550-8624 (cell)**  
202-643-3349 (office)



February 24, 2025

California Association of Resource Conservation Districts  
1017 L Street #556  
Sacramento, CA 95814-3805  
ATTN: Nancy Wahl-Scheurich, Executive Director

**RE: Proposal for Federal Advocacy Services**

To Whom It May Concern,

I write to express our interest in providing federal advocacy services to the California Association of Resource Conservation Districts (CARCD). Our firm has a proven track record of advocating successfully for the interests of local governments and associations before the federal government. Moreover, among lobbyists, we boast excellent knowledge of the state and have deep connections with members of Congressional delegation most relevant to CARCD.

We believe our expertise in federal advocacy can be instrumental in addressing CARCD's critical concerns and securing the outcomes necessary for positive change. Our proposal outlines a tailored approach to address the following issues primarily but not exclusively:

- Establishing and strengthening relationships with key members of Congress, in both the House and Senate.
- Navigating the direct and indirect pressures and challenges created by the Trump administration.
- Interfacing with federal agencies, particularly as it concerns relevant grant programs and federal programs generally.

Our lobbying practice specializes in two things: California matters (including small governments) and natural resources issues. We'll work tirelessly to amplify your voice, knowing that our collective advocacy is crucial to your membership and the countless projects they support.

We also emphasize our availability – both in-person and virtual. Our team members travel to California regularly, thus providing additional opportunities for face-to-face meetings beyond the minimum necessary. We also maintain a strong commitment to remain available via video conference and telephone well beyond work hours.


We are confident in our ability to utilize our strong relationships with members of Congress and expertise before key federal agencies to maximize CARCD's reach in Washington, DC. Together we can advocate effectively for CARCD's interests and help secure the support necessary to



achieve CARCD's goals.

We appreciate your thoughtful consideration of our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "John Sobel". The signature is fluid and cursive, with the first name "John" and last name "Sobel" clearly distinguishable.

John Sobel  
Principal  
Telegraph Advisors

# Proposal for Federal Advocacy Services

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## SECTION 1 – LISTING OF PERSONNEL

We draw on deep Congressional experience, which includes the following work histories:

- Chief of Staff to a member of the House of Representatives from California
- Counsel to a Democratic member of the House of Representatives from California

John Sobel would serve as the lobbying team lead. Robert Harmala would serve as a strategic advisor.

### **John A. Sobel, Lead and Project Manager | [jsobel@telegraphadvisors.com](mailto:jsobel@telegraphadvisors.com)**



John advises clients on matters of public policy, with a focus on California politics, natural resource issues, foreign affairs, and Native American affairs. John served as Chief of Staff to Rep. Paul Cook (ret.) for nearly eight years and spent his entire career in public service working for elected officials who represented rural areas.

John has worked on innumerable issues specific to western states and local governments, including forest health, federal land challenges, water, and renewable energy. He also directed policy for the House Foreign Affairs Subcommittee on the Western Hemisphere and served as the congressional office’s liaison to numerous foreign governments. He has led successful legislative efforts and administrative lobbying efforts related to the Department of the Interior, Forest Service, Federal Aviation Administration, and US Army Corps of Engineers, among others. He led successful negotiations involving the US Marine Corps, Department of Defense, and multiple interest groups for 90,000 acres of land for public use in Johnson Valley, CA and helped negotiate inclusion of local land and environmental priorities in the John Dingell Jr. Conservation Act.

John brings a wealth of experience to representing California governmental entities before the federal government. Currently, he represents the County of San Bernardino, working to promote “safety net” funding for hospitals, advocate for workforce development, and secure transportation dollars. John also represents the City of Victorville, CA and a number of Native American tribes throughout the West.

Prior to working in Congress, John spent a decade working in the California State Assembly, where he guided a total of 33 bills to the governor’s desk.

**Robert Harmala, Strategic Advisor | [rharmala@telegraphavenue.net](mailto:rharmala@telegraphavenue.net)**



For 30 years, Mr. Harmala has represented clients before legislative and administrative bodies at the Federal, State and Local levels. Areas of representation include, among other issues – Consumer Products Safety, Native American issues, Housing, Animal Safety, and Defense/Homeland Security.

Mr. Harmala is the founder of Telegraph Advisors, a government relations and policy firm based in Washington, DC. Prior to founding Telegraph, Mr. Harmala was the Chair of the Government Relations Practice Group and a Partner at the law firms of Jenner & Block LLP and Kilpatrick Townsend. Mr. Harmala was of Counsel to the law firm of Venable, LLP where he helped to found the firm's Government Relations Practice Group and represented both his own clients and those of the firm. During this time Mr. Harmala utilized his extensive knowledge and network of contacts in lobbying Congress, the California Legislature, and Attorney General's Office, as well as the cities of Washington, DC, Los Angeles, CA, and Oakland, CA.

Mr. Harmala has also represented foreign governments, including Taiwan, Turkmenistan, the Netherlands Antilles, Ukraine, and India, before the United States Congress and the Executive Branch.

From 1995 until joining Venable in 2001, Mr. Harmala maintained a successful solo lobbying practice splitting time between Washington, DC, Sacramento, Oakland, CA, and the Netherlands.

Mr. Harmala began his Washington career as Counsel on the House Foreign Affairs Subcommittee on International Operations where he was responsible for issues including the State Department Authorization legislation, oversight of US international relations with international organizations, human rights, Israel, and India. At the Committee he maintained a Top Secret level security clearance.

Mr. Harmala has also been both a professional and informal advisor to various Democratic campaigns at the national (Obama Presidential 2008), Senate (South Dakota, Kentucky, Wyoming), and House (California) levels over his career.

## **SECTION 2 – STATEMENT OF QUALIFICATIONS AND APPROACH TO SCOPE OF WORK**

Telegraph Advisors is a bipartisan federal lobbying and consulting firm specializing in California matters. We pride ourselves in focusing on the needs of clients in this region and boast strong connections to influential policymakers at the federal level. We have strong relationships with both sitting Senators and the majority of California members of the House of Representatives.

We take a personal approach to both client priorities and relationships with federal officials, knowing that our reputation and our ability to connect on a human level is key to our success.

### ***Approach, Process, and Effectiveness***

Our primary mission would be the faithful implementation of CARCD's goals, advocating for specific legislation and legislative language, as approved by CARCD. As federal advocates for local governments, tribal governments, and an association, our team is accustomed to the identification and implementation of their key priorities. We have worked extensively to help clients develop legislative platforms. Our advice centers on determining which priorities are achievable legislatively; which are achievable through administrative action; and how political and legislative landscapes will provide or detract from opportunities to succeed.

We are well versed in inserting client priorities into larger bills when opportunities arise (such as the Water Resources Development Act and omnibus bills), and we work diligently to secure Congressional hearings for client legislation and to bring attention to client priorities before Congress and the Executive Branch.

Inherent in our successes, our team approaches legislative, regulatory, and funding challenges by leveraging relevant Congressional delegations and leaning on impactful officials in the Executive Branch. We have moved priorities large and small through a variety of routes – stand-alone legislation, omnibus-style legislation, and administrative action.

Our practice embodies the core values of excellence and collaboration, working seamlessly to build the broadest possible coalitions in Washington DC. Our clients benefit from our collaborative bipartisan approach to federal lobbying, and we believe our reputation for fairness, work ethic, and execution is well established among Congressional offices and federal agencies who have worked with us.

### ***Experience***

Our team has the judgment and relationships necessary to help clients engage productively with lawmakers on both sides of the aisle and at all levels of government, as well as policymakers in the federal agencies.

Combining both time in public service and time lobbying, our team has over five decades worth of experience working with local governments in various capacities. We have worked countless

issues on behalf of current and past governmental clients, including water, federal land issues, wildfire mitigation, illegal cannabis cultivation, conservation, housing, and more.

We have also worked with associations, watchful of potential pitfalls within organizational structures.

### ***Presence and Staying Informed***

Many of our strongest relationships in Washington DC are forged with federal elected officials and staff representing California.

Our strategy for building and maintaining relationships is simple in design but laborious in execution: We visit offices regularly, monitor staffing changes at all levels, communicate on matters both official and casual with members and high-level staff, and maintain a steady presence at political events year-round throughout the US.

Our team has organized countless “fly-ins” for clients visiting Capitol Hill and relevant members of the Executive Branch. We are aggressive in creating and maintaining relationships with elected officials, personal-office staffers, committee staffers, and political staffers in the administration. Our efforts pay off with rapid responses to our inquiries on Capitol Hill and continuous dialogue with key decisionmakers in DC.

### SECTION 3 – LOBBYING AREAS OF EMPHASIS

Telegraph Advisors proposes to provide federal lobbying services to CARCD. Our services would include but not be limited to the following:

1. **Congressional Outreach & Engagement:** We will develop and execute a strategy for engaging with Members of Congress and their staff, including regular communication, meetings, and potential participation in relevant hearings and events. This will involve educating legislators on the priorities of CARCD, building relationships with key decision-makers, and advocating for specific legislative and funding requests.
2. **Federal Agency & Administration Engagement:** We will assist in cultivating and maintaining strong relationships with relevant federal agencies (e.g., USDA, USFS, DOI) and administration officials.
3. **Earmark and Appropriations Requests:** We will work to identify and pursue potential earmark opportunities and appropriations requests through state delegation members relevant to CARCD's projects and initiatives.

## SECTION 4 – RECENT SUCCESSES

We measure our value in part based on tangible successes. Here is a sampling of our most recent and relevant achievements:

- Secured inclusion of earmark language for our client, the Ak-Chin Indian Community, for a comprehensive water- shed system conservation project plan. (Note, FY2025 appropriations bills still await final passage.) Relatedly, secured inclusion of language for our client, the Ak-Chin Indian Community, in the Water Resources Development Act of 2024 to authorize development of a comprehensive flood control plan that addresses erosion, flood management, invasive species removal, wetland restoration, and water recharge.
- Assisted our client, the Agua Caliente Band of Cahuilla Indians, in receiving an Emergency Declaration from the Biden Administration following multi-million-dollar flood damage from Hurricane Hilary. Effort included coordination and advocacy of local Congressional delegation.
- Led effort for our client, the Ak-Chin Indian Community, to obtain their first permit, issued by the US Army Corps of Engineers (Corps), to clear out foliage and sediment buildup in flood-prone washes.
- Secured language within a Presidential proclamation establishing the Avi Kwa Ame National Monument to address future infrastructure needs.
- Led successful opposition efforts against legislation, authored by a sitting member of Senate GOP leadership, which did not allow consideration of tribal claims to a hydropower facility.



## SECTION 5 – CLIENTS LIST AND REFERENCES

### *Current*

- Agua Caliente Band of Cahuilla Indians
- Ak-Chin Indian Community
- Business Council of Northern Arapaho
- Castle Mountain Venture
- City of Victorville
- Colosseum Rare Metals, Inc.
- Cook Inlet Tribal Council
- County of San Bernardino
- Independent Beauty Association

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## **SECTION 6 – INTEGRATION WITH CARCD STAFF**

The team at Telegraph Advisors would be available as a resource to anyone at CARCD – per the CARCD’s discretion. This availability would include both regularly scheduled communication and irregular communication. We strive to make ourselves available beyond normal business hours and on weekends via video conference, email, phone calls, and texts. Additionally, the team finds itself in California frequently and is willing to meet in person whenever possible.

## **SECTION 7 – INSURANCE**

Telegraph Advisors maintains general liability insurance at \$1 million per occurrence (with automobile coverage) and professional responsibility insurance at \$1 million per occurrence.

## **SECTION 8 – RATE PROPOSAL**

We propose a flat fee of \$4000 per month cumulative for three months for the following services, with the option to continue beyond this initial period:

Advocacy consultation (non-lobbying), estimated at 50% of labor time	\$2000
Federal lobbying, estimated at 50% of labor time	\$2000
<b>Total</b>	<b>\$4000</b>

In addition to these fees, our statements include out-of-pocket expenses related directly to the execution of our contracts (such as approved travel expenses and other minor incidentals).

## **SECTION 9 – CONCLUDING THOUGHTS**

Telegraph Advisors is confident that our extensive experience in federal advocacy, coupled with our deep understanding of natural resource issues and California's unique landscape, makes us the ideal partner for CARCD. We are excited by the opportunity to advance the critical work of CARCD in areas such as watershed health, wildfire resilience, and agricultural conservation. Our proposed approach, detailed above, offers a strategic plan to support federal funding and further your priorities. We believe that a strong federal presence is essential to the long-term sustainability of California's natural resources, and we are eager to collaborate with you to achieve success. We thank you for your consideration and look forward to the opportunity to discuss our proposal further.

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**ACTION: FORESTRY AND WILDFIRE RESILIENCE**

- A. Board approval execute \$250,000 North Coast Wildfire Resilience Planning and Implementation Grant Program Member Grant Agreement with Humboldt County Resource Conservation District. ~ *Nancy Scolari, Executive Director*

**URGENCY:**

- A. Moderately Urgent. The sooner we can enter into a contract, the sooner we can bill for our RCD staff working on fire and forestry related issues.

**BACKGROUND:**

This \$250,000 Grant Agreement enters the Marin RCD into a partnership amongst 11 North Coast RCDs to implement the \$6M North Coast Wildfire Resilience Planning and Implementation Grant Program. The goal of the program is to select, award, and oversee grants to public entities, California Native American tribes, and nonprofit organizations to conduct planning, community outreach, permitting, environmental review, and implementation of projects that will increase wildfire resilience through improved management of natural lands and open space, increased collaboration among land managers, and capacity building in CA's coastal watershed counties.

The Marin RCD currently does not have a fire/forestry resiliency program. In recent years the district has partnered with the North Coast RCDs where fire resilience is a priority. Many of the North Coast RCDs are well equipped with forestry staff and work crews and are ready to implement a variety of practices that range from vegetation management to prescribed burning. Marin RCD is able to learn from our northern RCD partners.

RCDs are also well equipped to be the lead on CEQA authorization for projects which is the case for Marin RCD's contractual relationship with Audubon Canyon Ranch.

The Marin RCD's soon to be released Marin Biomass Study may also provide recommendations in which the Marin RCD can play a key role in forestry and fire resiliency within the county.

This grant will allow us to begin work on the following:

- Staff training – Fire Forward trainings program and others
- Equipment - TBD
- Education/outreach/workshop for rural landowners/ag producers
- Participation in county fire resiliency meetings
- CEQA authorizations using the CA Vegetative Treatment Plan
- The integration of fire into existing planning efforts (Biomass)
- Identification of treatment areas
- Implementation - TBD

**PAST RCD ACTIONS:**

- March 2019. The Marin RCD Board entered into a Memorandum of Understanding for the Joint Exercise of Powers to increase coordination and collaboration, to improve work quality and efficiency, expand program impacts, and better support regional dialogue and information exchange while respecting local autonomy in the North Coast RCD Region.
- December 2021. Marin RCD's Marin Biomass Study is awarded funding by the CA Dept of Office, Planning and Research to assess biomass flows and utilization opportunities in Marin County.
- February 2022. The North Coast RCDs finalize the North Coast Wildfire Resilience Planning and Implementation Grant Program which identifies 16 RCD action goals ranging from forest stand improvement and prescribed fire implementation across land ownerships to the encouragement of biomass markets and support for local Fire Safe Councils.
- November 2022. Marin RCD enters into contract with Audubon Canyon Ranch to act as CEQA lead and begin staff training related to the California Vegetation Treatment Program and work with CalFire.
- March 2024. North Coast RCD members jointly submit a grant application to the CA State Coastal Conservancy's Wildfire Resilience Program, with Humboldt County RCD as the lead applicant to implement actions identified in the North Coast Wildfire Resilience Plan.
- April 2024. The CA State Coastal Conservancy awarded \$6,000,000 to the North Coast RCD Region under their Wildfire Resilience Program.
- February 2025. Marin RCD Board approved the North Coast RCDs MOU which lays out an agreed upon governance structure for the CA SCC Wildfire Resilience Program.

**TODAY'S ACTIONS: (\* recommended action)**

**Option 1\*:** Board approves agreement

**Option 2:** Board does not approve agreement and requests more information or county counsel review.

**IMPACTS:** (Describe alliance with [RCD strategic plan](#) and grant goals)

**Goal 3. Maintain and improve soil health and air quality**

Strategy 2. Support private landowners and agricultural producers with the implementation of practices that reduce greenhouse gas emissions, sequester carbon and support resiliency to climate change

**AVAILABLE BUDGET:**

Yes. This is a grant that will provide funding for staff to undertake training and allow the Marin RCD to pay for implementation.

# **Humboldt County Resource Conservation District**

## **North Coast Wildfire Resilience Planning & Implementation Grant Program**

### **Member Grant Agreement**

**Grantee:** Marin Resource Conservation District

**Amount:** \$250,000

**Grant Period:** 4/29/2024 – 4/1/2029

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

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

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

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

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

#### **1. GRANT TERM**

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

#### **2. GRANT**

##### **2.1 Contingent Grant.**

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

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

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

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

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

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

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

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

2.4 Use of Grant Funds.

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

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

b. Grant-Funded Equipment.

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

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

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

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

**3. STATE FUNDING**

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

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

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

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

#### **4. LANDOWNER PERMISSION**

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

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

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

#### **5. GRANTEE OBLIGATIONS**

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

5.2 Reporting.

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



- b. Final Report. Within fifteen (15) days of the conclusion of a Wildfire Project or the Grant Term, whichever comes first, Grantee agrees to provide a Final Report on the use of the grant to HCRC D.
- c. Report Contents. The Progress Reports and Final Report shall include:
- i. Grant and matching funds expended for the reporting period and to date for the grant.
  - ii. Supporting documentation of grant funds expended for the reporting period (i.e. invoices).
  - iii. Written update on progress to date, challenges faced, upcoming milestones, and any additional need for support or modifications to the project timeline or budget. If applicable, the description of work completed to date must be accompanied with pre-Project and post-Project photographs and a final design or site plan of the Project.
  - iv. Documentation of progress of or completion of the project, including photographs.
  - v. Any products developed using funds from this program and any other relevant documents, including plans, photos, news articles, fliers, and other materials related to the Project. These products and documents will be shared with Funding Agency by HCRC D.
  - vi. An inventory of all grant-funded equipment acquired pursuant to Section 2.4(b) of this agreement, including the remaining useful life of each item. If applicable, include a description of the work completed with the grant-funded equipment.
  - vii. If applicable, appropriate data entered into metric tracking software.

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

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

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

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

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

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

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

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

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

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

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

## **6. GRANT DISBURSEMENT**

### **6.1 Disbursement.**

- a. Grant Funds will be disbursed on a reimbursement basis.
- b. Grantee will be reimbursed for expenditures approved in this Agreement by submitting a request for reimbursement to HCRCD.
- c. A request for reimbursement must include a description of work completed for the payment requested that can be clearly verified as allowable types of work/costs within the grant program. Grantee must also submit any additional information required by the Wildfire Project Description before HCRCD will release funds to Grantee.
- d. Grantee shall submit requests for reimbursement no more frequently than monthly and no less frequently than quarterly that detail the costs incurred by Grantee that are billable to the grant, incurred during the reimbursement period. Invoices shall detail all authorized expenses, provide an accounting of labor hours spent and by whom, and provide a brief description of the expenditure, to allow HCRCD to determine whether the amount deemed due and payable is accurate. All requests for reimbursement shall comply with Exhibit A, section VII. Grantee shall also include any relevant supporting documentation. Payment will be made on a rolling basis, and HCRCD will issue reimbursement within thirty (30) days of HCRCD's receipt of funds from the Funding Agency.
- e. Notwithstanding Section 8.1(d), HCRCD may make payments in the amount of ninety-five percent (95%) of the amount requested, withholding five percent (5%) in light of Exhibit A, section VII. Any withheld amount shall be paid to Grantee within thirty (30) days of HCRCD's receipt of the withheld funds from the Funding Agency.

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

## **7. PUBLICITY AND ACKNOWLEDGMENT**

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

## **8. INDEMNIFICATION**

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

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

## 9. NOTICE

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

If to HCRCD:	Jill Demers 5630 South Broadway St Eureka, CA 95501 <a href="mailto:jill@hcr cd.org">jill@hcr cd.org</a>
If to Grantee :	Nancy Scolari P.O. Box 146 80 4 <sup>th</sup> Street, Suite 202 Point Reyes Station, CA 94956 <a href="mailto:nancy@marinrcd.org">nancy@marinrcd.org</a>

## 10. ASSIGNMENT AND SURVIVAL

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

## 11. TERMINATION

11.1 Termination. Either party may terminate this Agreement, with or without cause, by providing twenty-five (25) days' notice in writing to the other party. HCRCD may terminate this Agreement at any time without prior notice in the event that Grantee commits a material breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or effect whatsoever, and each of the parties hereto shall be relieved and discharged from their obligations under this Agreement, subject to payment for acceptable grant implementation work carried out prior to the expiration of the notice of termination. Notwithstanding the foregoing, all provisions

which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the provisions of this Agreement concerning Grant-Funded Equipment (Section 4.5(b)) Indemnification (Section 10); Governing Law, and Venue (Section 14.1); and Dispute Resolution (Section 14.2); and Attorneys' Fees (Section 14.3)

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

## 12. MISCELLANEOUS

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

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

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

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

12.5 Notice of Nonrenewal. Grantee understands and agrees that there is no representation, implication, or understanding that Grantee may be entitled to grant funds

in the future or that the work or other activity funded by HCRCD pursuant to this Agreement will be funded by HCRCD under a new agreement following expiration or termination of this Agreement. Grantee waives all rights or claims related to any failure by HCRCD to continue to fund all or any such activities by Grantee following the expiration or termination of this Agreement.

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

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

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

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

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

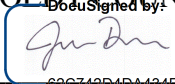
12.11 Independent Entity. Nothing in this Agreement shall in any way be construed to establish Grantee as an agent, employee, or representative of HCRCD. Without limiting the generality of the foregoing, Grantee is not authorized to bind HCRCD to any liability or obligation or to represent that Grantee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

12.12 Negotiated Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties. Therefore, doubtful or ambiguous

provisions, if any, contained in this Agreement shall not be construed against the Party who physically drafted and prepared it.

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

HUMBOLDT COUNTY RESOURCE CONSERVATION DISTRICT:

By:  Date: 2/27/2025  
DocuSigned by: 62C742D4DA434B0...

Jill Demers, HCRC D Executive Director

MARIN RESOURCE CONSERVATION DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Nancy Scolari, MRCD Executive Director

**EXHIBITS**

Exhibit A: Funding Agency Grant Agreement

Exhibit B: Insurance Requirements



**EXHIBIT A**  
**Funding Agency Grant Agreement**

STATE OF CALIFORNIA  
 State Coastal Conservancy  
**GRANT AGREEMENT**  
 Grant - Rev 11/20

AGREEMENT NUMBER <b>23-163</b>	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. <b>68-0343035</b>	

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




AGENCY State Coastal Conservancy	and
GRANTEE'S NAME Humboldt County Resources Conservation District	

**I. SCOPE OF AGREEMENT**

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

*(Continued on the following pages)*

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

STATE OF CALIFORNIA		GRANTEE			
AGENCY State Coastal Conservancy		GRANTEE <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Humboldt County Resource Conservation District			
BY <i>(Authorized Signature)</i>  		BY <i>(Authorized Signature)</i>  			
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Jill Demers, Executive Director			
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 <sup>th</sup> Floor Oakland, CA 94612  Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 5630 South Broadway Eureka, CA 95503-6905  Phone: (707) 442-6058 #5			
AMOUNT ENCUMBERED BY THIS DOCUMENT  \$6,000,000.00	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. General Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT  \$-0-	FUND ITEM 3760-102-0001(B)	CHAPTER 12	STATUTE 2023	FISCAL YEAR 23/24	
TOTAL AMOUNT ENCUMBERED TO DATE \$6,000,000.00	PROJECT NAME North Coast Wildfire Resilience Planning and Implementation Program				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
NAME AND SIGNATURE OF <u>ACCOUNTING</u> OFFICER  		DATE 4/29/2024			

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

*Erika Gomez*

Erika Gomez  
Procurement and Contracts Manager

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

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

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

## **II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT**

- A. The grantee shall not begin the project and the Conservancy will not be obligated to disburse any funds unless and until the following conditions precedent have been met:
1. The decision-making body of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
  2. The Executive Officer of the Conservancy (“the Executive Officer”) has approved in writing:
    - a. A work program for the project, as provided in section “VI. WORK PROGRAM.”
    - b. All contractors that the grantee intends to retain in connection with the project.
    - c. A plan for acknowledgement of Conservancy funding for the project.
- B. The grantee shall not commence granting funds for any particular wildfire project, and the Conservancy shall not be obligated to disburse any funds for that wildfire project, unless and until the following conditions precedent have been met:

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1. The Conservancy has authorized, in writing, the funding of the wildfire project. For projects that are subject to CEQA, Conservancy authorization shall be by the Conservancy at a public meeting. For projects that are exempt from CEQA, Conservancy authorization may be by the Executive Officer.
2. The Executive Officer has approved in writing:
  - a. A written agreement between the grantee and the grant recipient.
  - b. A work program for the wildfire project that is consistent with the “VI. WORK PROGRAM” section below.

### **III. ADDITIONAL GRANT CONDITIONS**

The grantee shall also meet the following conditions:

1. The grantee shall prepare and submit to the Conservancy for approval, project selection criteria for the Grant Program, which criteria must include priority for wildfire projects that:
  - a. Address high wildfire risk areas identified in Community Wildfire Protection Plan or other wildfire resilience/prevention plans.
  - b. Are outlined in the California Wildfire and Forest Resilience Action Plan.
  - c. Provide significant public benefit.
  - d. Benefit disadvantaged or underserved communities.
  - e. Lead to longer term resilience or more sustainable benefits.
  - f. Benefit public or protected lands.
  - g. Leverage resources through coordination across jurisdictions.
2. The grantee shall require each grant recipient to enter into an agreement that includes the following requirements:
  - a. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is a “grant-funded equipment.” The grantee shall operate and maintain each grant-funded equipment for wildfire resilience related purposes during its useful life. If the grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment’s useful life, the grantee shall donate the grant-funded equipment to

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

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

- b. Prescribed burns. If the project includes a prescribed burn, the grantee shall employ a burn boss certified under Public Resources Code section 4477 to review and approve a written prescription of the burn that includes adequate risk mitigation measures. The grantee shall ensure that the prescribed burn is conducted in compliance with the written prescription. The grantee may employ a cultural fire practitioner in lieu of a certified burn boss for any cultural burns the grantee conducts. The grantee shall also ensure that the burn is authorized pursuant to Chapter 6 (commencing with Section 4411) or Chapter 7 (commencing with Section 4461) of Part 2 of Division 4 of the Public Resources Code, and that the burn is conducted in compliance with any air quality permit required pursuant to Article 3 (commencing with Section 41850) of Chapter 3 of Part 4 of Division 26 of the Health and Safety Code.
- c. If the grantee does not own the project site(s), the grantee shall, prior to beginning the project, obtain written permission to carry out the project from each landowner of the project site(s). Notwithstanding the foregoing, if the grantee has obtained written landowner permission for the property on which the project will begin, the grantee may begin the project without permission from all landowners; however, the grantee shall submit written landowner permission for each additional property on which the project will take place before beginning work on each property.
- d. The grantee shall submit evidence that it has obtained required insurance coverage.

#### **IV. TERM OF AGREEMENT**

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

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

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

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

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

**V. AUTHORIZATION**

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

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## Standard Provisions

### VI. WORK PROGRAM

#### A. Grantee Work Program

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

1. The specific tasks to be performed.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget must list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans with Conservancy staff.
4. A plan for acknowledging Conservancy funding for the project. If the grantee will have project signs, the plan shall provide for the Conservancy's logo to be included on such signs.

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

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

#### B. Grant Recipient Work Program for Each Wildfire Project

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

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

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2. A schedule of completion for the wildfire project, specifically listing the completion date for each project component.
3. A detailed wildfire project budget. The budget shall describe all labor and materials costs to be incurred to complete each component of the project.
4. For wildfire projects subject to CEQA: provisions for compliance with any conditions of Conservancy authorization to fund the wildfire project.

## **VII. COSTS AND DISBURSEMENTS**

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

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

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

The Conservancy will reimburse travel and related expenses in accordance with the rates set forth in “SCC Travel Reimbursement Rates for Grants and Contracts,” as posted on the Conservancy’s website at [scc.ca.gov](http://scc.ca.gov).

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



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

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

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

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

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

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

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## **IX. PROJECT COMPLETION**

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

1. Documentation of completion of the wildfire project in accordance with the approved project work program, including photographs.
2. All work products specified for the wildfire project in the approved project work program.
3. A fully executed final “Request for Disbursement” form for the wildfire project.
4. If applicable, a list of grant-funded equipment for the wildfire project and the useful life of each item.
5. If applicable, a description of the work completed with the grant-funded equipment.
6. If applicable, appropriate data entered into metric tracking software.

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

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

1. A report describing completion of the project according to the approved work program.
2. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

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

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**X. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

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

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

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

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

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

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

**XI. INSPECTION**

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

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## **XII. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

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

## **XIII. INSURANCE**

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

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

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

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

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1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
  
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
  - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - c. Worker’s Compensation and Employer’s Liability: Worker’s compensation as required by law and Employer’s Liability of no less than \$1,000,000 per accident for bodily injury or disease.
  
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
  
4. Required Provisions Concerning the Conservancy and the State of California.
  - a. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
  - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation,

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

- c. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
  - i. The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
  - ii. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
  - iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

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#### **XIV. AUDITS/ACCOUNTING/RECORDS**

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

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

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

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

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

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

#### **XV. COMPUTER SOFTWARE**

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

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## **XVI. NONDISCRIMINATION**

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

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

## **XVII. AMERICANS WITH DISABILITIES ACT**

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

## **XVIII. PREVAILING WAGE**

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



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

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

### **XIX. DRUG-FREE WORKPLACE**

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

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

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

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**XXI. INDEPENDENT CAPACITY**

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

**XXII. ASSIGNMENT**

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

**XXIII. TIMELINESS**

Time is of the essence in this agreement.

**XXIV. EXECUTIVE OFFICER'S DESIGNEE**

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

**XXV. AMENDMENT**

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



## EXHIBIT B

### Insurance Requirements

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

#### 1. Insurance Requirements.

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

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

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

- a. HCRCD and its directors, officers, employees, agents, and volunteers are to be covered as additional insured on Grantee's CGL policy. The coverage shall contain no special limitations on the scope of protection afforded to HCRCD, and its directors, officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- c. An endorsement must state that coverage is primary insurance and that no other insurance affected by HCRCD will be called upon to contribute to a loss under the coverage.

- d. Any failure of Grantee to comply with reporting provisions of the policy shall not affect coverage provided to HCRCDC and its directors, officers, employees, agents, and volunteers.
  - e. Insurance is to be placed with insurers with an A.M. Best rating of A:VII or greater.
4. **Notice of Reduction in Coverage.** In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Grantee shall provide written notice to HCRCDC at Grantee's earliest possible opportunity and in no case later than thirty (30) days prior to the change in coverage.
5. **Higher Insurance Limits.** If Grantee maintains broader coverage and/or higher limits than the minimums shown above, HCRCDC shall be entitled to coverage for the higher insurance limits maintained by Grantee.

# Marin RCD Staff Report

## March 2025

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### *District*

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- **ED Report**
  - Conflict of Interest Policy prepared for Board approval, drafted by county counsel
  - Reviewed Indirect Cost Rate Proposal
  - Developed scope of work for Strategic Planning consultant
  - Followed Federal Funding Freezes, met with State RCD District Managers, partners and staff to plan accordingly.
  - New Funding: Met with staff/partners to strategize funding for 10+ different funding opps (Weed Mgmt Area, Zone 10, TB Tires, Prop4, COWGIRL, Chileno, 2 private funds, SCC Fire, MeasA, MarinCAN ballot measure, RCD ballot measure)
  - Measure A: Met with PRNS Admin and read through PRNS 20-year lease agreement to ID areas for RCD assistance. Meetings scheduled with Park and Sup Aide.
  - Organized/facilitated weekly staff finance meetings and check-ins with staff.
  - Attended meetings: North Coast RCD, North Coast Soil Hub, RCD Finance, Ag Mental Health Training, Farm Bureau, Ag Partner Breakfast, Biomass
  - Draft Employee Handbook on hold
  - Contract Approvals under \$50,000:
    - Kelsey Brewer Contract for Carbon Farm Plan Soil Consulting. \$10,000
- **New Grants:** (See [grant status spreadsheet](#) for a full list of out-standing grants)
  - **A "Funding Opportunities for Working Lands" spreadsheet:** informs local producers about cost-share and grant programs they can apply to for conservation projects. For most programs on the list, you do not need to have a Carbon Farm Plan to apply or qualify. Spreadsheet will be updated semi-annually. [Find at this link](#) or on the Carbon Farming page at marinrcd.org.
- **District Operations & Financials:** (FC: David Sherwood, Sally Gale, Terry Sawyer, Marcus Meggett, Nancy Scolari)
  - The audit of Measure A funding has been completed by the Marin County Internal Auditor. There were no findings related to the MRCD. A copy of the final report has been distributed.

- On-going analysis of the impact of the federal government funding freeze on the operations of the MRCD are continuing.
  - The proposal to the Department of the Interior for a negotiated indirect cost rate agreement (NICRA) has been completed with the exception of a few minor edits and will be submitted within a week.
  - Finance Committee - Meeting held 2/18/25 No report. Next meeting 3/18/25
- **Staff Development**
    - We are re-evaluating health insurance options with an HR consultant. HOLD
    - A complete list of staff training and take-aways can be [found at this link](#).
    - A new MRCD Employee Handbook is being prepared. HOLD
- **Diversity Equity, Inclusion and Justice**
    - The Carbon Farming team has hired David Escobar as a JEDI consultant, funded by the SCC grant. David continues to meet with MRCD staff and will soon meet with the JEDI committee to discuss our implementation process in the coming months.
    - Marin RCD worked with FIGR on 4 design plans for which implementation is complete. The team is planning follow up visits with the Tribe: 2 designs were re-visited with FIGR on 9/24, and 2 more are being planned for early spring 2025.
    - MRCD Carbon Farm Team and Michelle Katuna developed a scope of work with FIGR that outlines a workflow between the two parties and other partners such as STRAW. The draft was approved at the August 2023 board meeting. The final draft is currently going through the FIGR legal team channels for approval.
    - MRCD JEDI Committee has met twice and will continue to hold meetings regarding various JEDI topics as it relates to the Carbon Farming Program once the FIGR partnership picks back up in early spring.
    - Nancy and Elise drafted a DEI analysis associated with RCD programs which David Escobar is currently reviewing.
    - Through the North Coast Soil Hub, RCDs are collaborating on Spanish language education and outreach on soil health and climate-friendly ag and creating a regional outreach plan for small and underserved producers.
    - Carbon Farming Staff visited Sembrando Vida, a brand new 1-acre Latinx crop farm incubator program located on Blue Marble Acres, to provide technical support. The goal of the program is to provide low-cost, culturally appropriate fresh food to the farmworker community in West Marin.

## See below for Marin RCD Studies, Programs & Project updates:

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### *Walker Creek Study (Sarah Phillips, PM)*

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- **Lower Walker Creek Estuary Study (100% complete):** Closed on March 31, 2024. This grant from CA Dept of Fish & Wildlife (CDFW) was to study the Walker Creek estuary and evaluate opportunities for fisheries enhancement.
  - Phillips connected with the Bay Area grant manager at SCC to gauge interest in funding the lower Walker projects. The interest is there.

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### *Biomass Project (Chad White, PM)*

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The Marin Biomass Project was developed in response to increasing biomass flow generated by wildfire prevention activities and by landfill diversion efforts in the County overseen, respectively, by the Marin Wildfire Prevention Authority (MWPA) and by Zero Waste Marin (ZWM). It was also developed in response to the Marin Resource Conservation District (MRCD)'s work to advance carbon farming and advance climate-smart practices as a member of the Marin Carbon Project. MWPA's work generates biomass flows. ZWM's work guides diversion of biomass flows from landfill and Marin's compost procurement responsibilities. MRCD's staff work with agricultural producers in west Marin whose operations are potential sites of compost application to land. The project looks for synergy across the work of these organizations and the capacity to create a shared platform for sustainable utilization, rather than waste, of a range of biomass types: woody biomass from forests and woodlands, source-separated organics, and mixed construction and demolition materials, food scraps, yard trimmings, and agricultural biomass. The goal is to ensure that biomass utilization pathways support wildfire prevention and landfill diversion, while also reducing greenhouse gas (GHG) emissions.

The Project is designed to foster cooperation among stakeholders in biomass utilization, particularly the public authorities who oversee and the private organizations that manage biomass management infrastructure and processes. A forum called the "Marin Biomass



Collaborative” was created to support rapid implementation of recommendations developed through the Study. The Marin Biomass Project is also in a cohort of five pilot projects selected in 2021 by the Governor’s Office of Planning and Research (OPR). It has been awarded \$900,000 in grant funding to identify solutions that overcome barriers to biomass feedstock utilization. Technical analysis and project management funded under this grant have been awarded through RFPs for consulting contracts.

**Activity in the last month:**

- **Findings and Recommendations.** The final chapter has been drafted, reviewed by the Steering Committee, and reviewed by the Marin Biomass Collaborative. It is now being revised and prepared for incorporation into the Final Study.
- **Final Study.** Each of the technical reports provided by the technical consultants are being reorganized and revised into chapters of the Final Study. All planned technical work on the project has now been completed. Any remaining work will be related to preparing for chapter for integration into the Final study.

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*Conserving Our Watersheds Program  
Gerhard Epke PM*

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- **COW (UDRS) Phase V funded by 319(h) Water Board (99% complete)**
  - Final Report and invoices submitted to Water Board 1/31/2022 for completed projects. The project is almost done - the various components need to be hooked up, and the contractor that was going to do it is no longer available. Bivalve Dairy is pending inspection - delayed due to drought and pandemic. John Taylor manages sub-grant from AAMP now that the bulk of matching funds have been spent. UCCE staff are assisting John with wrapping up this project.
- **COW (CCAF) Phase VI funded by 319(h) Water Board (100% complete)**

Final report and invoice sent to Water Board in Dec and January

A summary of achievements completed through the grant: 🤖

  - 4 Confined Animal Facilities (CAFs) and 3 livestock ranches were assisted by this program. Three of the CAFs are dairies, one is a horse boarding facility
  - 4 sites were in the Stemple Creek/Estero de San Antonio watershed and 3 were in the Tomales Bay watershed
  - 12 Management Practices and 37 NRCS Conservation Practices implemented
  - 31,500 square feet of heavy use area protection constructed across three CAFs
  - 81,750 square feet of riparian area was protected with fencing at four sites

- Approximately one mile of fence was constructed across five sites
- Together these MPs help manage an estimated 3.5 million pounds of manure every year, split evenly between the two watersheds
- MPs will reduce pollutant loading of Stemple Creek watershed by an estimated 355 tons of fine sediment and 45,500 lbs. of nitrogen annually
- **COW (MILC) Phase VII funded by 319(h) Water Board (4 % complete)**
  - Water Board agreement executed and work getting started
  - MRCD's scope includes Management Practices toward the attainment of the Stemple Creek-Estero de San Antonio watershed Sediment & Nutrients TMDL and towards enhancing the high water quality of Drakes Bay Watershed.
  - Staff have solicited and received 8 applications from dairies in Stemple Creek. Technical Advisory Group had its first meeting to revise selection and ranking criteria. Site visits are scheduled for March 26 and 27th.

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*Marin Permit Coordination Program  
Gerhard Epke PM*

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The Marin RCD created an easier and faster way for landowners and ranchers to apply for permits for restoration projects. The Marin Permit Coordination Program (PCP) is designed to help ranchers plan, permit, fund, and implement practices that will minimize impacts to wildlife and water quality. Marin RCD has operated the program for the past 13-years with considerable success; it has incentivized restoration projects throughout West Marin. The program provides streamlined environmental review for 44 conservation practices that meet certain criteria including size limitations. On an annual basis, the RCD submits projects into the program for CEQA review, and then applies and pays for permits to assist landowners wanting to construct conservation projects. The term of this ten-year program ends in 2027. Start fundraising plan in mid 2025.

- 2025 project list has not been compiled and will probably occur in the summer.
- Salmon Protection and Watershed Network (SPAWN) Sediment Reduction Projects are complete as of October 📍
- **Audubon Canyon Ranch (ACR) CA Vegetation Treatment Program Plan**
  - MRCD was contracted by ACR to act as CEQA Lead on a field management plan funded by the CALFIRE and managed by ACR. MRCD scope of work is limited to CEQA document drafting, review and submission.

- ACR has started their Project Specific Analysis Draft 1 and are in touch with MRCD staff as they develop a plan for Coastal Commission permits.
- A recent emergency proclamation from the governor suspending CEQA and Coastal Act for critical fuels reduction projects may impact RCD's scope.
- **Green Gulch Streamflow Enhancement Project**
  - MRCD was contracted by Green Gulch to act as CEQA Lead on a streamflow enhancement project funded by the Wildlife Conservation Board and managed by Green Gulch and Prunuske Chatham Inc (PCI). Project involves a Section 1707 Water Rights change, pond installation, pond enhancement and pond decommissioning/restoration. All permitting will be conducted by PCI.
  - MRCD conducted a site visit with FIGR.
  - Designs at 95%, construction cost estimates, and specifications a/o 3/2024
  - Met with Cutting the Green Tape (2).
  - Suronen, on behalf of MRCD, sent a formal request to consult with FIGR on the project in 08/2023. A CEQA consultation meeting was held with FIGR, PCI and Green Gulch Farms, and FIGR gave their support along with next steps for coordinating with them as PCI moves forward with the permitting of the project.
  - Hunt for implementation dollars continues - they hope to apply to WCB in 2025/26.
  - Designs have changed due to seismic concerns a/o April 2024.
  - Another meeting was held with FIGR Feb 27, 2025 to present the design changes
  - PCI has developed a draft Statutory Exemption for Restoration Projects (SERP) for CDFW Cutting the Green Tape, will present the SERP Findings to MRCD Board for approval to submit for CDFW concurrence at an upcoming RCD board meeting

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*Carbon Farming Program (Sarah Skinker, Lee Farese, Preston Duncan, Fiona O'Neill)*

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- **MALT Stewardship Assistance Program (SAP-100% complete):** The MRCD interacts with the SAP program funding in two ways which is through interagency projects or through conflict of interest projects. 4 projects have been completed and the partnership is currently on an indefinite pause.
- **Restore CA by Zero Footprint (ZFP):** ZFP's Restore CA program will generate funds from restaurants charging diners with a 1% donation to support regenerative agriculture. Local producers can apply for the grant on their own, but must designate a local RCD as their

technical assistance provider. Please contact Marin RCD well in advance of the application deadline to discuss our technical assistance budget. Past applications have been ranked by the "total carbon removal per dollar" which is calculated as the requested grant amount divided by the total metric tons of modeled CO<sub>2</sub>e (calculated using COMET Planner). Priority also given to historically underserved applicants. Currently, Marin RCD staff are coordinating with other North Coast RCDs to discuss improvements to grant process with ZFP.

- Marin RCD provided TA on 1 additional ZFP application, completed
  - Marin RCD participated in submitting a CDFA Healthy Soils block grant, alongside 8 additional RCDs, with ZFP serving as the administrative grantee. 6 projects at 4 ranches were approved by CDFA for implementation this fall. Implementation on these projects is complete, with several pushed to next fall.
  - Zero Foodprint now also runs a Compost Connector program. [More information can be found here.](#)
- **Marin Carbon Project (ongoing):** The MCP now has a new Strategic Plan and Charter to guide overall coordination of carbon farming activities in the county and beyond.
    - MCP is working on the following topics:
      - Carbon farm plan accessibility
      - Carbon farming practice implementation
      - Monitoring and verification
    - MCP has created a Compost Working Group to ID barriers to composting.
    - Orlena is also working on Climate Financing with Marin Climate Action Network
- **State Coastal Conservancy – SCC (60% complete):** This grant funds the Carbon Farming (CF) technical support team for the RCD while building county-wide capacity to accelerate adoption of the Marin County CF Program. The RCD and eight partners will expand Marin County’s existing CF Program by: implementing 15-20 shovel-ready CF practices on 6–8 ranches, designing 15–20 more CF practices (planning for future implementation), and writing 6 new CF plans (CFPs) on newly participating farms (planning).
    - Carbon Farm Planning and Design update(s)
      - The team continues to meet with carbon farm plan ranches to finalize the planning process.
      - 12 applications were submitted for design with STRAW. Preliminary screening and ranking will take place this spring.
    - Tribal collaboration Buffy McQuillen and Matthew Johnson attended October 2023s board meeting for an open discussion about the collaboration. The CF

Team met with STRAW and FIGR representatives in late June 2024 to discuss upcoming opportunities for collaboration. On Sept 24, 2024 MRCD and STRAW staff reconnected with land owners and managers, and Tribal staff and citizens to re-visit implemented collaborative riparian restoration design projects at SoMar and True Grass Farms, and to receive input on new designs. Tribal staff expressed interest in another site visit to Straus Home and Toluma in the near future, and to continuing collaboration. We look forward to having a Board Member out at the next collaborative site visit, likely to happen in spring 2025!

- 4 of 6 WCB design recipients were implemented last fall/winter: TrueGrass, Straus, Toluma, Cohen. Planting has begun. Mahrt is not moving forward with implementation due to the current avian flu conditions. Torliatt has chosen not to move forward with implementation in this grant, but rather implemented herself last winter.
- **WCB 2022 (20% complete):** MRCD staff will collaborate with PB STRAW to implement and maintain 3-5 hedgerow/windbreak projects, work with Walker Creek Ranch to construct an ADA accessible pollinator and planting garden, and complete 1 Carbon Farm plan.
  - Carbon farm plan in development, expected to be completed by June 2025.
  - Hedgerow/windbreak designs complete. MRCD Board heard design and plant palette updates in August 2024. STRAW continues on through implementation season on all projects.
  - Sarah continues to meet with Walker Creek Nursery team, including WCR naturalists and contract designers.
    - WCR did not receive the FARE grant from Marin County so they're rethinking their strategy to staff the nursery and what types of programming they can offer, which will inform the design.
    - STRAW nursery team met with WCR nursery designer onsite in September to discuss infrastructure considerations. The next meeting will take place in mid February.
    - Educational resources will be developed in coordination with Emilie and regional RCDs (North Coast Soil Hub)
- **USDA Climate Smart Commodities – SMACCC (15% complete):** *We are currently not billing to this grant due to the federal funding freeze. Work has paused until we receive more clarity from USDA on how to move forward.*

- Emilie is co-leading the Regional Carbon Finance Working Group. This group is evaluating current Carbon Farming finance mechanisms and producing policy recommendations for improving the efficiency and efficacy of funding streams.
  - EW, SS, LF and PD are part of Implementation and MMRV project teams. EW is serving as lead for the MMRV team.
  - The Implementation Team has established Technical Advisory Committees for a Marin/Sonoma joint range/dairy TAC and joint Crop/Specialty Crop TAC.
  - Sarah is leading the Dairy/Range TAC across 3 RCDs and finalized the review criteria in October.
  - Pasture-based projects (planting, stream restoration, compost application etc.) application window has closed as of January 31st, and we received 12 new applications containing over 30 practices. Ag team is reviewing applications to determine SMACCC eligibility before ranking and presenting to TAC in late February. The team will present rankings for approval by the board in March.
    - Measure A is funding all implementation, SMACCC provides staff time
  - EW is serving on the SMACCC Crop Support Organization Working Group for small and underserved producers.
  - The implementation team met in person in December to prepare for upcoming project solicitation and grant updates.
- **CDFA Conservation Agriculture Planning Grant Program – CAPGP (75% complete)**
    - This grant will fund 7 Carbon Farming Plans (CFPs), 7 grazing management plans, and 7 soil health management plans currently underway
    - This grant began on 7/1/23 and the MRCD Carbon Farm Team is in the process of writing all conservation plans.
    - Lee will work with Tom Hammond to develop DIAs, designs for grazing management practices.
    - Fiona is working with Kelsey Brewer to develop Soil Health Management Plan templates for each plan.
    - Marin RCD staff are meeting regularly with North Coast RCD planners to develop templates together and share resources/tools around planning. 🙌
  - **No-Till Drill**
    - Rentals of the No-Till Drill are paused until fall 2025. We are grateful that it is housed at Mike Moretti's place.
    - The drill was rented for a total of 7 days in the fall of 2024. We are adjusting our outreach strategy in 2025 to contact more producers.

- In an attempt to get more users, we reduced the cost in 2024 from \$250/day to \$200/day, a rate consistent with other local RCDs.
  - **Technical Capacity Building and Training**
    - Fiona will be participating in the Chico State Center for Regenerative Ag and Resilient Systems Technical Assistance Provider certification program through the end of August 2025.
    - Members of the Carbon Farm team attended regenerative ranching workshops (hosted by Point Blue Conservation Science & TomKat Ranch) in Petaluma, San Juan Bautista, and Pescadero this fall. The team continues to rotate monthly attendance for different topics offered until April 2025.
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*North Coast Soil Hub & Carbon Farming Network (Emilie Winfield)*

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- **National Associated of Conservation Districts (NACD) North Coast Regional Soil Hub (98% complete for 4th year; Contract for 5th year is still pending due to federal actions):**

Emilie is continuing to meet regularly with Soil Hub RCDs to identify needs and discuss challenges and opportunities for soil health and carbon farming work. The Soil Hub created a revised Strategic Plan for 2025-2029. Emilie wrapped up meetings with all North Coast RCDs to do annual planning and identify priorities for funding, regional collaboration, and ag program development. Shasta Valley RCD has joined the North Coast Soil Hub.

Outreach/communications/events:

- Coordinating outreach and education deliverables for the region through WCB Implementation Grant, NRCS Grazing Lands Conservation Initiative grant, UC SAREP CA Farm Demonstration Network grant, and Partnerships for Climate-Smart Commodities.
  - North Coast Regional Soil Symposium 2025 includes 5 events that will take place Mar 12, Mar 26, Mar 28, and Apr 2.
    - Mar 12 at Yagi Sisters Farm: Tillage in Diversified Annual Cropping Systems
    - Mar 26 at Stemple Creek Ranch: Resilience in rangeland systems, including climate adaptation and resilience and monitoring
    - Mar 28 at Alta Orsa Winery: Livestock integration in vineyard systems

- Apr 2 at Medlock Ames Winery (AM): Biodiversity and soil health in vineyards
    - Apr 2 at Ridge Vineyards (PM): Hedgerow project tour
  - RCDs in Marin and Sonoma are partnering with Point Blue and Rancher to Rancher to host an event on Apr 18 at Freestone Ranch.
- Working on education and outreach for the Soil Hub. Currently developing a series of implementation stories for carbon farming practices. The goal is to have a series of stories showcasing regional implementation activities for the purpose of informing other farmers and ranchers and being a source of inspiration and empowerment.
- Working with Hub members to assemble information on soil testing labs, soil sampling protocols, sources of compost and compost spreaders, native plants, equipment, etc. to share on the Hub website.
- Writing an article on NRCS CSP program for North Coast farmers and ranchers.
- Attended CAFF Small Farms Conference, virtually and in person.
- Attended UC Davis Rangeland Science Symposium.

#### Partnerships and working groups:

- Facilitating a North Coast carbon farm planning peer learning group with regional RCDs to build technical capacity for CF planning. Hosted one meeting in February. Hosted one meeting to focus on dairy CFPs.
- Facilitating a Soil Health Management Planning committee with North Coast RCD planners. No meetings in February.
- Serving on Humboldt RCD Carbon Farm and Soil Health Management Plan Technical Advisory Committee
- Participating in statewide ag and climate hubs cohort group with other regional coordinators and CARCD. Attended 2 meetings in February.
- Participating in statewide policy workgroup for RCD Ag & Climate program advancement. Attended one working group meeting in February.
- Serving on the Bay Area Regional Climate Action Plan: NWL Technical Stakeholder Group.
- Attended CDFA Science Advisory Panel Meeting for the Office of Environmental Farming and Innovation in February. Made a public comment on the HSP Block Grant Pilot Program representing feedback from regional RCDs.
- Attended CA Farm Demonstration Network Meetings.

#### Technical capacity building and training:



- Exploring a potential prescribed grazing training with Humboldt County RCD, Point Blue Conservation Science, and NRCS under the NRCS Grazing Lands Conservation Initiative grant.

Hub Governance:

- Hub governance committee met once in February.

Funding opportunities:

1. North Coast RCDs are exploring an ag-focused regional block grant proposal in 2025, possibly to apply for Prop 4 funds.
2. Submitted an application to the NACD TA and Outreach Program for a 5th year of funding for Emilie's position in October. - *Awarded, pending due to federal actions*
3. Supported GRRCD to submit a proposal to the NACD TA and Outreach Program for a regional CRM position to support North Coast RCD ag programs. - *Awarded, pending due to federal actions*
4. The Soil Hub RCDs are exploring a collaborative application to a NRCS Conservation Innovation Grant later this year (funding announcement has not been released yet).
5. The Soil Hub is invited to submit a small proposal to a local foundation in early 2025 to support regional climate-smart ag efforts.

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*Urban Streams Program (Sarah Phillips, PM)*

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- Phillips provided assistance on the following during the month of February:
  - Site Visit: reviewed conditions on a property in Forest Knolls with access issues and slumping of land on a County road and followed up with the landowner.
  - Site Visit: Revisited a project site I was monitoring for the landowners to review conditions post-atmospheric river events.
  - Field Review: Met with agencies and Marin Water to review their Phase II proposed projects sites to provide feedback then reviewed already-implemented Phase I sites to see how they weathered the storms.
  - Assisted multiple partners reaching out with various questions or asking for resources.

- Working with WRA consultant and MRCD staff to determine potential mitigation funds to support a project on a ranch.
- Supported and learned with Pepperwood Preserve with fuel reduction pile-burning at the preserve with Preston and Lee.
- Working with MALT and Peter Martinelli to track funding sources and coordinate meetings in effort to repair the leaking pond.
- Setting up Site Assessment for a landowner starting the SCA (Stream Conservation Area Ordinance) process.
- Gearing up for smolt monitoring season with Marin Water.
- Assisting senior engineer at Marin Water with coordinating Nicasio Spillway subcommittee meetings.
- Ongoing communications with Supervisor Rodoni's aide about the study to assess the potential removal of tires from Tomales Bay. Met with Regional Board staff on their experience with tire removal work in tidal mud flats.
- Working with Supervisor's aide to develop a Tomales Bay TAC for agencies to convene and work collaboratively to improve the health of the bay. Attended and facilitated the first meeting and currently preparing for the next meeting with Morgan.
- Working with the County Flood Control District regarding a transfer of funds to MRCD from Zone 10, as it's being discontinued.
- Reviewed and provided input on a series of regulatory monitoring reports for Marinwood CSD on a project in Miller Creek.
- Working with the Ag Commissioner on an acacia infestation at former Cst Guard Station property in Pt. Reyes Station.
- Attended Weed Management Area meeting.
- Enjoyed a very belated staff holiday party at Gerhard's.
- Assisting Gallinas Watershed Council with reviewing their proposed management plan for Civic Center Lagoon and property.

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### *Stemple Creek Project (Preston Duncan)*

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**Department of Conservation Riparian Restoration at Lazy R Ranch (95% complete):** Marin RCD, in collaboration with Point Blue Conservation Science's Students and Teachers Restoring a Watershed (STRAW) program, received funding from the Department of Conservation to restore approximately 4,260 linear feet of degraded riparian area along Stemple Creek at the Lazy R Ranch (Righetti). STRAW is a key subcontractor and will be responsible for implementation, plant establishment, and monitoring.

- Implementation phase and the first year of monitoring and maintenance is complete. Second year of monitoring and maintenance is underway. Plants are looking fantastic!
- 4 invoices have been paid.
- Contract Amendment #3 has been approved by DOC, which updated Preston's billing rate and added Fiona to the list of personnel, as she will be handling Project Tracker tasks.
- Contract Amendment #2 with STRAW is in review.
- We are now in the maintenance and monitoring phase of this grant, and will be invoicing 1x per year.
- Preston is working on final reporting and final invoicing for this grant, which will close at the end of March.

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### *Pine Gulch Project (Gerhard Epke)*

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- All ponds are working except for: Pond 1A is leaking at Peter Martinelli's farm and Pond 2 is leaking at New Land Fund.
- Peter Martinelli has hired Stetson Engineering and identified installation of an impervious liner as the preferred solution to abate the leaks. He has met with regulators and is planning to move ahead with permits and construction.
  - "The bentonite application we did to the pond bottom in 2018 worked well, however once the water goes above that bottom area (about 1-2 ft.) it quickly seeps out." - Peter M.

- MALT and MRCD staff are helping Peter locate potential grants to offset construction costs.

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*Fire and Forestry (Gerhard Epke, Lee Farese, Preston Duncan)*

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- **State Coastal Conservancy – SCC:** This Block grant, hosted by Humboldt RCD, funds capacity building for MRCD staff, outreach and education, and implementation in partnership with Audubon Canyon Ranch’s (ACR) Fire Forward Program.
  - Capacity Building:
    - Staff have been attending Pepperwood Preserve “Learn and Burn” days when possible to increase knowledge
    - Lee, Preston, and Sarah P. are recertifying for their Firefighter Type II in March, which will allow them to participate in burns across the region.
  - Staff has been meeting with ACR to develop a work plan and a path forward to getting more fire implemented in the region. The Carbon Farming team will work to integrate this topic into plans, and have been seeing interest from producers for weed abatement, shrub encroachment, forest resilience. They will be trying to schedule some site visits with ACR in the coming months to discuss feasibility.

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*Monitoring and Project Tracking (Preston Duncan)*

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- **PRNS Monitoring:**
  - PRNS Monitoring has concluded for the Water Quality Monitoring window- PRNS contract renewal is on hold.
- **Project Tracker:**
  - Fiona has been updating Project Tracker entries 🗂️
- **Wildlife Monitoring:**
  - Marin County Breeding Bird Atlas has completed it’s monitoring window for this edition 🦉
  - Preston has continued to attend Marin Monarch Working Group meetings when possible
- **GIS:**
  - Preston has begun working with regional RCDs in a GIS working group to hopefully get more coordination and consistency across district lines.

- Preston has been updating GIS data across programs (COW, CF, SAP) to reflect what projects and practices are occurring and have occurred on the ground. He hopes to be able to accurately quantify RCD project footprints across programs.
- As development of CFP updates continues, Preston is developing automated calculations from COMET emission reduction coefficients, in order to increase ease of reporting and writing/updating CFPs into the future.
- CFP team is meeting regularly for GIS Training sessions, with other Staff to join soon.
- MRCD has 2 iPads for data collection with an app called Field Maps, which connects directly back to our GIS remotely. MRCD staff can update spreadsheets, maps, and photos in the field, and all of those data connect back to our Google Drive or ArcGIS Online.
- Preston has been meeting with MALT to identify areas where we can get standardized and consistent data structures to more easily share data across organizations.
- Preston is building out more system updates to increase our efficiencies on the user end- Fiona is assisting with standardizing our data and narrowing down our data fields to be more useful
- **COW:**
  - Preston and Gerhard are working on GIS organization for COW MILC.

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*Staff serving on committees or attending regular meetings*

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Nancy Scolari

- Marin Carbon Project Steering Committee, Implementation Working Group
- MRCD Finance Committee
- North Coast RCD Durable Collaboration
- Sonoma-Marin Climate Smart Commodities ON HOLD
- North Coast RCD Soil Hub Steering Committee

Marcus Meggett

- MRCD Finance Committee (Facilitator)

Sarah Phillips

- Tomales Bay Technical Advisory Group
- Marin Prescribed Burn Cooperative
- Lagunitas Technical Advisory Committee (Chair)
  - Large Woody Debris Subcommittee
  - Membership Subcommittee (Chair)
  - Aquatic Toxicology Subcommittee
  - Marin Water's TUCP (Temporary Urgency Change Petition) Subcommittee
  - Marin Water Stewardship Plan Subcommittee

- Prop 68 Lagunitas Watershed Enhancement Study Subcommittee
- Sonoma-Marín Weed Management Area Meetings
  - WMA Steering Committee
- Marin County Permit Coordination Program
- Gallinas Watershed Council (Advisor)
- Technical Advisory Group San Geronimo Commons Restoration (former golf course)
- MKAT (Marin Knotweed Action Team)

Sarah Skinker

- A-Team
- North Coast Soil Hub
- Marin Carbon Project (MCP) Implementation Working Group
- SMACCC Implementation and TAC Working Groups
- California Farm Demonstration Network

Gerhard Epke

- Regional Water Quality Control Board Grazing Waiver Technical Advisory Committee
- Tomales Bay Foundation Advisory Committee
- Petaluma TMDL Technical Advisory Committee
- Sonoma Farm Bureau Animal Resource Committee
- Marin Prescribed Fire Cooperative
- Lagunitas Technical Advisory Committee (Alternate MRCD Rep to SP)
- Marin County Project Coordination Meeting (Backup to SP)
- A-Team

Preston Duncan

- A-Team
- Lagunitas Technical Advisory Committee (Alternate MRCD Rep for Sarah P)
- North Coast Soil Hub
- Marin Monarch Working Group
- Marin Prescribed Fire Cooperative
- Carbon Farm Planning Portal Advisory Group

Emilie Winfield

- North Coast Soil Hub (Coordinator)
- CARCD Ag Technical Assistance Task Force
- Regional Carbon Finance Core Working Group
- Western Cover Crops Council CA State Cover Crops Selection Tool Committee
- California Farm Demonstration Network
- RCD Statewide Ag & Climate Hubs Coordinators Cohort
- RCD Ag & Climate Hubs Partnership Policy Workgroup
- Bay Area Regional Climate Action Plan: NWL Technical Stakeholder Group

Chad White (special consultant)

- Marin Biomass Steering Committee/Collaborative (Project Manager)

Orlena Yee (special consultant)

- Marin Carbon Project (Coordinator)

Elise Suronen

- Regen Score (Stakeholder Board)

Lee Farese

- Sonoma-Marin Weed Management Area Meetings
- A-Team
- North Coast Soil Hub
- Marin Carbon Project (MCP) Implementation Working Group

Fiona O'Neill

- A-Team
- North Coast Soil Hub
- California Farm Demonstration Working Group

# Flood Control Zone 10

*A transfer of funds*

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Marin RCD Board Meeting

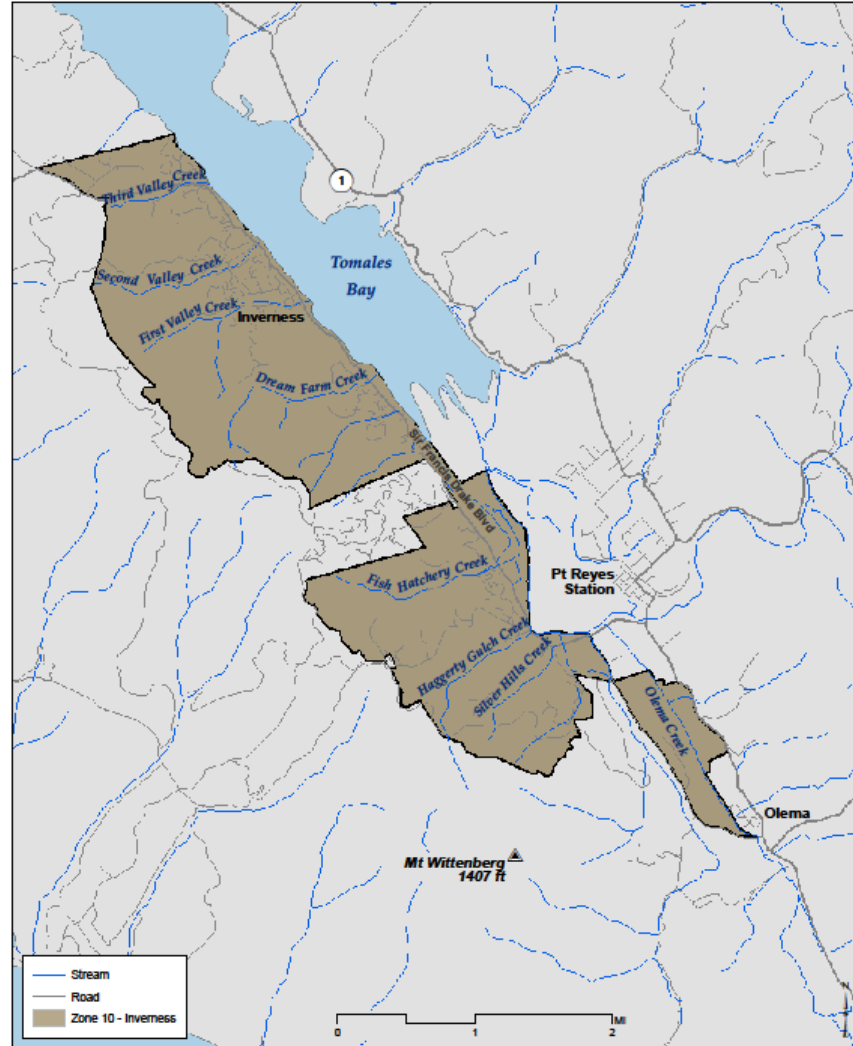
March 12, 2025



# Background...

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- Flood Control District wants to transfer remaining funds to the Marin RCD's USC Program to spend in the zone, approximately \$30,000.
- There will be an agreement to review and sign in April, if interest exists.



Flood Control Zone 10 - Inverness

County of Marin  
 Department of Public Works  
[www.marinwatersheds.org](http://www.marinwatersheds.org)



# History of Zone 10

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- Flood Control Zone 10 was established in March 1982 to address flooding.
- Zone 10 activities included; debris removal, creek restoration, and dredging.
- Zone 10 derived all its funding from special taxes and grants.
  - An annual tax of up to \$65 per parcel passed in November 1982.
  - Zone 10 also received grants from the California Coastal Conservancy and other organizations.

# History of Zone 10 (continued)

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- Special tax expired in 1986, the renewal tax measure failed. No other taxes have been proposed.
- Zone 10 only conducts emergency maintenance and has kept the remaining funds in reserve.
- Zone 10 has no easements, facilities, or properties that it maintains; all creeks are on private property or other agency right of way.

# History of Zone 10 (continued)

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- The 2022 Marin LAFCo Municipal Service Review indicated that Zone 10 needed to pass more tax measures and potentially expand its boundaries to establish consistent Zone activities.
- Marin LAFCo recommended dissolving the Zone in the absence of strong voter support.
- Flood Zone Advisory Board members recommended dissolving Zone 10 in 2024.

# Where we are today...

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- The Advisory Board recommended that the remaining \$30,000 in funds be distributed for the benefit to local water quality and flood risk reduction (consistent with the Flood District's purpose).
- Flood Zone Advisory Board members pointed out that creeks in the Zone are experiencing erosion on private properties that leads to sedimentation that clogs culverts across Sir Francis Drake Blvd, causing roadway flooding in what is considered sensitive habitat.

# What's next?

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- If the MRCD Board is supportive of this transaction of funds, then the County will provide an agreement at our April meeting to execute.
- Timeline: They would like to transfer the funds before the closing of Fiscal Year 24/25 (by June 30, 2025).
- Funds may be used to leverage grants, as matching dollars, to conduct an assessment to identify sediment sources and include prescribed actions to carry out.
- Funds may also be used for projects that will contribute to improved conveyance.

Thank You!

