

SPECIAL BOARD MEETING AGENDA

Friday, August 23, 2024, 10:00AM
 RCD Office, 11769 Waterhill Road, Lakeside CA 92040

Link for remote participants:

<https://us02web.zoom.us/j/85757723436?pwd=8X8T7jIjMrEmBAUd6j5kw44QR3aASco.1>

Meeting ID: 857 5772 3436; Passcode: 647850

Land Acknowledgement Statement: Since time immemorial, the San Diego County region has been the home of the Kumeyaay, Luiseño, Cahuilla, and Cupeño Native people. We acknowledge that people have come before us and lived with care and respect on these lands. We recognize that we are now on the lands of these indigenous people who are still here and will always be. We honor the Indigenous people living today as well as their ancestors, and we deeply respect their resilience and connection to the land.

1. CALL TO ORDER, INTRODUCTION

2. ADDITIONS/CHANGES TO THE AGENDA (GOV. CODE 54954.2 (B))

3. PUBLIC COMMENT

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

4. BOARD ACTION AND DISCUSSION ITEMS

- 4-1** Discuss/Approve: Resolution 2024-09 – USFS Grant Agreement – Palomar project
- 4-2** Discuss/Approve: Resolution 2024-10 – USFS Grant Agreement – Girl Scouts project
- 4-3** Discuss/Approve: Resolution 2024-11 – United Policy Holders Grant Agreement
- 4-4** Discuss/Approve: Resolution 2024-12 – CARCD Grant Agreement, NRCS Equity
- 4-5** Discuss/Approve: Resolution 2024-13 – Grizzly Corps Site Service Agreement
- 4-6** Discuss/Approve: CARCD Conference Sponsorship

5. ADJOURNMENT

Public Notice: In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the RCD at (619) 562-0096. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.

UPCOMING EVENTS		
RCD Regular Board Meeting	September 11, 2024	TBD
FSC Executive & General Board Meetings	September 12, 2024	TBD
Wild Willow Farm Volunteering	2 nd Saturday of the month, 9:30 – 12:00	Wild Willow Farm

Resource Conservation District of Greater San Diego County
Regular Board Meeting Agenda

RCD Board of Directors – July 2024

Don Butz, President

Marilyn Huntamer, Vice President

Maggie Sleeper, Director

Diane Moss, Director

Neil Meyer, Director

Odette Gonzalez, Treasurer

Michael McGrath, Director

Associate Directors

D.K. Nasland, Jo MacKenzie, Lance Rogers

RCD STAFF – July 2024

Ann Baldrige, Executive Director	Chris Kelley, Financial Director
Heather Marlow, Director of Forestry & Fire Prevention	Joel Kramer, Director of Agricultural Programs
Morgan Dioli, Forestry & Fire Prevention Program Manager	Stan Hill, Forestry & Fire Prevention Projects Manager
Carolina Guia, Forestry & Fire Prevention Technical Assistant	Gregg Cady, Farm Conservation Advisor
Rachel Pettit, SoCal Soil & Water Hub Coordinator (shared position)	Codi Hale, Community Programs Manager
Andy Williamson, Irrigation Technician	Elizabeth Garcia, Ag Programs Coordinator
Daniela Mejia, Community Garden Coordinator	Elizabeth Valdez, Garden Assistant
Areli Perez, Education Manager	Paul Maschka, Regenerative Farming Educator
Erik Rodriguez, Farm Operations Manager	Joannaluz “Joanna” Parra, Farmer
Kacie Wright, Education Coordinator	John Hendra, Staff Accountant
Alaina Makowski, Forestry Technical Advisor	Joanne Sauerma, Office Coordinator



Resource Conservation District of Greater San Diego County
11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 ✨ Fax: (619) 562-4799

Website: www.rcdsandiego.org

Date: August 23, 2024

Agenda Item 4-1: Approval of Resolution 2024-09

Discussion / History:

RCD staff have been working with partners to implement vegetation management projects around Palomar Mountain for several years now. We have recently applied for, and been awarded, a grant from the United States Forest Service to complement this work by funding additional defensible space and hazardous tree removal activities that are sorely needed in the communities of Crestline and Birch Hill. Partners involved in this project include the Palomar Mountain Fire Safe Council (PMFSC), Palomar Mountain Property Owners Association (PMPOA), the Fire Safe Council of San Diego County, Davey Tree Group, and contractors.

Financial Impact: Grant award of \$288,000.

Staff Recommendation to Board: Staff recommends that the Board approves Resolution 2024-09 to authorize the Executive Director to sign the agreement.

Resource Conservation District of Greater San Diego County

11769 Waterhill Road * Lakeside, CA 92040

Phone: 619-562-0096 * Fax: 619-562-4799 * Website: www/rcdsandiego.org

RESOLUTION 2024-09

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY TO SIGN A COOPERATIVE AGREEMENT WITH THE UNITED STATES FOREST SERVICE

WHEREAS, the Resource Conservation District of Greater San Diego County applied for funding through the United States Forest Service; and,

WHEREAS, Resource Conservation District of Greater San Diego County staff will utilize grant funds to complete a Defensible Space Assistance and Hazardous Tree Removal activities on Palomar Mountain; and,

WHEREAS, the Resource Conservation District of Greater San Diego County has the capacity to implement the activities under this agreement for the sum of \$288,000;

NOW, THEREFORE, BE IT RESOLVED that the RCD Board of Directors authorizes the Executive Director or her designee to sign the Partnership Agreement.

PASSED AND ADOPTED at the RCD special meeting held on August 23, 2024 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Attest:

Odette Gonzalez, Board Secretary/Treasurer

Joanne Sauerma, Board Secretary

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF COOPERATIVE AGREEMENT 24-CA-11050200-009
Between The
RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY
And The
USDA, FOREST SERVICE
CLEVELAND NATIONAL FOREST**

Project Title: Palomar Mountain Community Defense and Hazardous Tree Removal

Upon execution of this document, an award to Resource Conservation District of Greater San Diego County, hereinafter referred to as "RCD," in the amount of **\$288,000**, is made under the authority of Wyden Amendment, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in PL 105-277, Div. A, Section 101(e), and amended by PL 109-54, Sec. 434, and the Omnibus Public Lands Management Act, PL 111-11, Sec. 3001. The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.693, Watershed Restoration and Enhancement Agreement Authority. RCD accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated May 21, 2024, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

Project Summary: Palomar Mountain DSAP and Hazardous Tree Removal. This proposal would fund the ongoing defensible space and hazardous tree removal efforts that are sorely needed for the affected communities of Crestline and Birch Hill. Other parties involved in this project will be the Palomar Mountain Fire Safe Council (PMFSC), Palomar Mountain Property Owners Association (PMPOA), Fire Safe Council of San Diego County, Davey Tree Group and contractors. CEQA not needed due to it being in the defensible space zone. This will follow Cal Fire Forest Practice Rules exemption 1038.3.

This authority requires a match of Zero dollars.

See attached Scope of Work, Timeline and Financial Plans (Attachment D), and associated Cooperative Agreement FFA documents (SF-424, AD-1047, AD-1048, AD-1049, AD-3030, FS-1500-35, FS-1700-6A, NICRA, FS-1500-22 and FS-1500-22A).

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at Region 5 Office of Grants and Agreements, 1323 Club Dr, Vallejo, CA 94592.



The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** The RCD shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **STATEMENT OF SUBSTANTIAL INVOLVEMENT.** The Forest Service anticipates involvement in this Cooperative Agreement and intends on being substantially involved in the following way(s):
1. The Cleveland National Forest (CNF) will review and approve the location of lands proposed to be treated in order to determine this project benefits resources on federal lands with an emphasis on conducting hazardous fuels management activities.
 2. The CNF will review the environmental documents prepared for the proposed fuel reduction activities to be implemented under this award. A federal line officer decision (or review) is required before any implementation work can occur.
 3. The CNF will consider upon request from the Recipient additional support if U.S. Forest Service budget and staff time allows.
- C. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Stan Hill Address: 11769 Waterhill Rd City, State, Zip: Lakeside, CA 92040 Telephone: 951-533-3013 Email: stan.hill@rcdsandiego.org	Name: Ann Baldrige Address: 11769 Waterhill Rd City, State, Zip: Lakeside, Ca 92040 Telephone: 619-562-0096 Email: ann.baldrige@rcdsandiego.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Scott Grasmick Address: 10845 Rancho Bernardo Rd, Suite 200 City, State, Zip: San Diego, CA 92127 Telephone: 619-373-2055 Email: scott.grasmick@usda.gov	Name: Rachel Ellison Address: Office of Grants and Agreements, 1323 Club Dr City, State, Zip: Vallejo, CA 94592 Email: Rachel.Ellison@usda.gov

- D. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS.** This award is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this award The RCD acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the U.S. Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If The RCD fails to comply with these provisions, the Forest Service will annul this award and may recover any funds The RCD has expended in violation of sections 433 and 434.
- E. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** The RCD shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

F. LIMITATION OF FUNDS. Forest Service funds in the amount of \$288,000.00 are currently available for performance of this award through 06/01/2027. The Forest Service’s ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until The RCD receives notice of availability confirmed in a written modification by the Forest Service.

G. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov	Scott Grasmick at:
FAX: 877-687-4894	scott.grasmick@usda.gov
POSTAL: USDA Forester Service	
Budget & Finance - Grants and Agreements	
4000 Masthead St, NE	
Albuquerque, NM 87109	

H. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **12%** as shown in the NICRA provided by the Cooperator.

As new NICRAs are agreed to between The RCD and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, The RCD shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

- I. PRIOR WRITTEN APPROVAL. The RCD shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- J. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- K. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **06/01/2027** This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- L. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

ANN BALDRIDGE Date
Executive Director, Resource Conservation District
of Greater San Diego County

NATHAN SILL Date
Forest Supervisor, Cleveland National Forest

The authority and the format of this award have been reviewed and approved for signature.

JASON BUCKNER Date
Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, The RCD a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to The RCD for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by The RCD or any third party.
- C. NOTICES. Any notice given by the Forest Service or The RCD will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To The RCD, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from

the expiration date of the award. These forms may be found at grants.gov/forms/forms-repository/post-award-reporting-forms

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

The RCD shall submit quarterly performance reports. These reports are due 30 days after the reporting period ending December 31st. The final performance report shall be submitted either with The RCD's final payment request, or separately, but not later than 120 days from the expiration date of the award.

Additional pertinent information: Each calendar year, as early as July 1st but no later than September 30th, The RCD must provide to the USFS Cleveland National Forest a set of GIS-friendly spatial files (such as shape files or geodatabase) that spatially delineate where any/all vegetation or fuels work was done during the previous federal fiscal year, from October 1 to September 30th. Also, answers to the additional questions on the FACTS Input Sheet (attached) are needed, that must outline where, what kind of work, and when the work was done. There is no grace period on this reporting deadline. All work that is completed after submitting the GIS data and FACTS Input Sheet to the USFS Cleveland National Forest would be included in the following federal fiscal year GIS data and FACTS Input Sheet.

- G. NOTIFICATION. The RCD shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for The RCD to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify The RCD when permission is granted.
- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of The RCD's purchase of equipment. Equipment is defined as having

a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

- K. PURCHASE OF EQUIPMENT. Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- L. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The RCD is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

The RCD may call on Forest Service's Office of Communication for advice regarding public notices. The RCD is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- M. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The RCD shall acknowledge Forest Service support in

any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- N. COPYRIGHTING. The RCD is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by The RCD under this award.
- Any right of copyright to which The RCD purchase(s) ownership with any federal contributions.

- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The RCD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged

civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

“This institution is an equal opportunity provider.”

- P. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- Q. AWARD CLOSEOUT. The RCD must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to The RCD must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- R. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- S. DEBARMENT AND SUSPENSION. The RCD shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should The RCD or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- T. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- U. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).
- V. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.
- W. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

X. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether

infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Y. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients’ employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide

Debarment and Suspension (Nonprocurement),”

3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Z. DRUG-FREE WORKPLACE.

1. The RCD agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

- b. Specify the actions The RCD will take against employees for violating that prohibition; and
- c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify The RCD in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2. The RCD agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- 3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
- 4. The RCD agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after The RCD learns of the conviction.
- 5. Within 30 calendar days of learning about an employee's conviction, The RCD must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

AA. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

- 1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law

enforcement representative of a Federal department or agency authorized to receive such information.

2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

BB. ELIGIBLE WORKERS. The RCD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). The RCD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

CC. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

DD. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

EE. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.

2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

FF. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services or systems.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

Grants and Agreements Application Guidelines

Project Title: Palomar Mountain Defensible Space Assistance Program (DSAP) and Hazardous Tree Removal

Lead Organization: Resource Conservation District of Greater San Diego County (RCDGSDC)

Contact Information: Ann Baldrige, Executive Director, ann.baldrige@rcdsandiego.org and Stan Hill, stan.hill@rcdsandiego.org, 951-553-3013

Project Summary

Provide background information and a short summary of the project. Describe how the funds will be used: purchase/develop materials/supplies, training, salaries, travel, etc. Will funds be used to initiate a new project or continue/enhance an existing one? Name other major players (funders, collaborators, tech support, etc.).

Palomar Mountain DSAP and Hazardous Tree Removal: This proposal would fund the ongoing defensible space and hazardous tree removal efforts that are sorely needed for the affected communities of Crestline and Birch Hill. Other parties involved in this project will be the Palomar Mountain Fire Safe Council (PMFSC), Palomar Mountain Property Owners Association (PMPOA), Fire Safe Council of San Diego County, Davey Tree Group and contractors. CEQA not needed due to it being in the defensible space zone. This treatment will follow Cal Fire Forest Practice Rules exemption 1038.3.

Project Justification

Explain why the project is important. Identify the project objective, why it should be addressed and describe what condition will be changed as a result of the project. Explain why the project should be accomplished through the collaboration of the parties involved.

This project is important due to the condition of the trees and vegetation in the affected communities. Removal of dead/dying trees and defensible space clearing is the responsibility of the homeowners, but it is expensive work. This funding will provide the community with a concerted, targeted effort to look at the community as a whole and disperse funding in the most effective way. By collaborating with various parties we can leverage some of the work this funding provides with some work that is funded by other entities. Overall the community will increase its resilience to wildfire and also add to the aesthetic value that healthy trees and vegetation provide.

Scope of Work (Project Description)

a) *Identify Project goals and objectives. Be as specific as possible.*

The goal of this project is to remove dead or dying trees within the defensible space zones of homes in the communities of Crestline and Birch Hill. These communities consist of many, tightly spaced properties. The potential for damage from falling trees is significant. This will also aid in the defensible space of many properties.

b) *Identify the specific objective(s)*

To aid property owners in achieving a safer living situation, increased wildfire resilience and community aesthetics.

c) *Describe the major tasks that must be accomplished to meet project goals and objectives.*

The major tasks for this project will be outreach and engagement of community members, scheduling access and timing contractor work with the weather conditions on Palomar Mountain.

Identify responsible personnel/organization for tasks, and time frame (you may use a timeline).

RCD of Greater San Diego County/ Fire Safe Council of San Diego County, Palomar Mountain FSC, and Palomar Mountain Property Owners Association will coordinate the assessment of area and trees, cooperative agreements and scheduling; RCDGSDC and contractor will arrange work schedule and invoicing; RCDGSDC will monitor and document progress. See Project Timeline Palomar below.

Project Methodology

Describe the methodology to be used to complete project tasks. Include an explanation of how you will monitor progress made toward project goals and objectives. Provide a project timeline for completing project tasks.

Once the area assessment has been completed, contractors will use chainsaws, boom-lift trucks, chippers, and some mechanized equipment to remove and process the dead trees. Biomass will be handled in a variety of ways; chipping, available for firewood, offsite relocation as necessary. See Project Timeline Palomar below.

Expanded Project Budget (Financial Planning)

In addition to submitting an SF424A – Budget Information, expanded details are required to support your costs:

a) Personnel – list all staff positions by title. Provide annual salary, percentage of time assigned to the project, and total cost for the grant period.

The RCD accounting staff have estimated approximately 156 hours for the life of this agreement to update and monitoring the accounting processes for all contractors, staff, and grant and agreement requirements. The majority of this agreement's budget is for implementation.

b) Fringe Benefits – Identify the percentage used, the bases for computation, and the types of benefits included.

c) Travel – Specify the mileage, per diem, estimated number of trips, number of travelers, and other costs for each type of travel.

Travel costs were estimated to be for mileage at approximately \$100/trip and 10 trips to do the site visits and monitoring of the contracted work.

d) Equipment – Identify each item to be purchased which has an estimated acquisition cost of \$5,000 or more per unit and a useful life of more than one year. Items with a unit cost of less than \$5,000 should be categorized as Supplies.

e) Supplies – all tangible personal property other than equipment. The budget detail should identify categories of supplies to be procured (e.g. laboratory supplies or office supplies).

Tree marking supplies were estimated to be \$385.

f) Contractual – identify each proposed contract and specify its purpose, nature and estimated cost.

Labor for tree removal contracts is estimated at \$243,750, which is the majority of the funds in this agreement.

g) Other – List each item in sufficient detail for Forest Service to determine the reasonableness and allow-ability of the cost.

h) Indirect – Indirect costs must be supported by including a copy of the current Negotiated Indirect Cost Rate Agreement, approved by the Cognizant Federal Agency.

The RCD has a 12% NICRA rate, see attachment. The RCD was willing to round down this amount a bit to fit the fixed total budget amount as shown on the Financial Plan in order to maximize the funds going to implementation in order to reach the goal of completing priority treatments. Admin. and project management covered by the Cooperator’s Indirect.

Expanded Project Budget					
Cost Category Description	Federal Agency (FS)	Applicant	Partner 1	Partner 2	Total
A) Personnel (position*rate*time)					-
RCD Accounting Staff- \$77.00/ hr * 156 hours	\$12012.0				
<i>Subtotal</i>	\$12012.0		-	-	\$12,012
B) Fringe Benefits - % Personnel					-
					-
					-
<i>Subtotal</i>	-	-	-	-	-
C) Travel #people*#trips*perdiem/mileage					-
Mileage Reimbursement for Travel (\$100/trip * 10 trips)	\$1000				
					-
<i>Subtotal</i>	1,000-		-	-	1,000
D) Equipment[1]>\$5000 (inventory list)					-
<i>Subtotal</i>	-	-	-	-	-
E) Supplies type*qty*cost					-
<i>Subtotal</i>	-	-	-	-	-
F) Contractual eg. cost/acres	Cost per home		# of homes		-
Job Description: Hazardous tree removal and/or defensible space	~\$1,960.00		125		
<i>Subtotal</i>	-	-	-	-	245,000
H) Other (specify) detail					-

<i>Subtotal</i>	-	-	-	-	-
Total Direct Costs	-		-	-	\$258,012
I) Indirect Charges - include federally approved cost agreement	\$29,988				\$29,988
Project Total	\$288,000		-	-	\$288,000
J) Program Income (using Deductive Alternative)	0				0

Note: The budget and project goals, objectives and tasks to determine if proposed expenditures are reasonable, allowable, and allocable. Please provide clear linkages between the project description (goals, objectives, and tasks) and budget. Additional information will be requested if detail is insufficient to do a cost analysis.

Project Timeline – Palomar:

Project Timeline		
List tasks and time frames relative only to the scope of this grant, consultants or organization responsible for carrying out each task. Potential obstacles should be addressed.		
Tasks	Time Frame	Responsible Party
1. The Forest Service Program Manager was/will be substantially involved in the prioritization of non-fed. land funding applications received, and any additional requests, to ensure that mutual benefits to the National Forest are gained from treatment of private lands in this project.	Pre-agreement step: March/April 2024, and can repeat if needed.	Resource Conservation District of Greater San Diego County (RCDGSDC), Palomar Mountain Fire Safe Council (PMFSC) & CNF
2. Consultation with local Fire Safe Council and homeowners to assess scope of project; identify what to remove, plan for disposal of biomass, access to areas for equipment storage or use.	Can start immediately upon receipt of Signed USFS Agreement and above steps done: Summer or Fall season 2024	RCD & FSC
3. CNF inter-disciplinary team will review the project’s California Environmental Quality Act (CEQA) documents prepared by the RCD or cooperators and will prepare a Decision Memo for the project files.	Summer/Fall 2024	RCD & CNF
4. Organize contractors(s), homeowners, other interested parties to schedule work and arrange for access permissions.	After completion or concurrent with initial tasks (above): Fall/Winter 2024-2025	RCD, FSC, and contractors

5. Contractors begin work	Once scheduling has been arranged and weather permitting, this is dependent on timing of funding: Spring/Summer 2025	Contractor(s)
6. RCD reports back to CNF about progress and financial update via annual reports, and on the ground footprint completed	Annual Reports due by end of March each year, and spatial progress each year for GIS friendly files (FACTS template) due in Sept.	RCD reports to CNF, CNF provides feedback as necessary
7. The Forest Service Program Manager or representative from the CNF Fire/Fuels Management Staff will meet in person with the cooperator on the project site on a semi-annual basis to review completed work and evaluate the effectiveness of the project.	After fuels/tree reduction work has begun, then approximately every 6 months under work done on ground. Spring/Summer 2025 Fall/Winter 2025	CNF & RCD
8. Assess efficiency of operations; adjust if necessary	During performance of work, ongoing at appropriate intervals: Spring/Summer 2025 Fall/Winter 2025	RCD & contractor(s)
9. The Forest Service Program Manager will review and approve financial reports submitted by the cooperator on an annual basis and address any indication that project spending is not on schedule.	Annual reports are due by end of March each year (like #6 above). Requests for reimbursement can be sent at cooperator's frequency.	RCD reports/requests to CNF, CNF provides feedback as necessary
10. The Forest Service Program Manager will communicate any project delays or issues that might prevent successful implementation to the Forest Supervisor.	As needed, ideally on rare occasions, like during or after large wildfire events.	CNF
11. Close out the agreement.	By end date, unless modification was completed to extend the end date.	CNF & RCD complete final reports and steps



Resource Conservation District of Greater San Diego County
11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 ✨ Fax: (619) 562-4799
Website: www.rcdsandiego.org

Date: August 23, 2024

Agenda Item 4-2: Approval of Resolution 2024-10

Discussion / History:

RCD staff have been collaborating with Girl Scouts of San Diego and Imperial County on vegetation management activities at Girl Scout Camp Winaka. Through the Regional Forest and Fire Capacity (RFFC) program, we have supported environmental compliance and partial implementation of their Forest Management Plan. We have applied for, and been awarded, a grant from the US Forest Service to support continued implementation by treating hazardous fuels over 159 acres within Camp Winaka, specified as Unit 6 in the Forest Management Plan.

Financial Impact: Grant award of \$288,000.

Staff Recommendation to Board: Staff recommends that the Board approves Resolution 2024-10 to authorize the Executive Director to sign the agreement.

Resource Conservation District of Greater San Diego County

11769 Waterhill Road * Lakeside, CA 92040

Phone: 619-562-0096 * Fax: 619-562-4799 * Website: www/rcdsandiego.org

RESOLUTION 2024-10

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY TO SIGN A COOPERATIVE AGREEMENT WITH THE UNITED STATES FOREST SERVICE

WHEREAS, the Resource Conservation District of Greater San Diego County applied for funding through the United States Forest Service; and,

WHEREAS, Resource Conservation District of Greater San Diego County staff will utilize grant funds to treat hazardous fuels on Unit 6 of the Girl Scouts Camp Winaka property; and,

WHEREAS, the Resource Conservation District of Greater San Diego County has the capacity to implement the activities under this agreement for the sum of \$288,000;

NOW, THEREFORE, BE IT RESOLVED that the RCD Board of Directors authorizes the Executive Director or her designee to sign the Partnership Agreement.

PASSED AND ADOPTED at the RCD special meeting held on August 23, 2024 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Attest:

Odette Gonzalez, Board Secretary/Treasurer

Joanne Sauerman, Board Secretary

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF COOPERATIVE AGREEMENT 24-CA-11050200-008
Between The
RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY
And The
USDA, FOREST SERVICE
CLEVELAND NATIONAL FOREST**

Project Title: Girl Scouts Camp Winaka Fuels Treatment

Upon execution of this document, an award to Resource Conservation District of Greater San Diego County , hereinafter referred to as “RCD,” in the amount of **\$288,000**, is made under the authority of Wyden Amendment, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in PL 105-277, Div. A, Section 101(e), and amended by PL 109-54, Sec. 434, and the Omnibus Pulic Lands Management Act, PL 111-11, Sec. 3001. The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.693, Watershed Restoration and Enhancement Agreement Authority. RCD accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated May 21, 2024, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

Project Summary: This project is a continuation of a current project to treat hazardous fuels on Unit 6 of the Girl Scouts Camp Winaka property. The total project area of Unit 6 is 159 acres, the current contract (funding: Department of Conservation-Regional Forest and Fire Capacity grant) will treat 73 acres. This funding will complete 82 of the remaining 86 acres.

This authority requires a match of Zero dollars.

See attached Scope of Work, Timeline and Financial Plan (Attachment D), and associated Cooperative Agreement FFA documents (SF-424, AD-1047, AD-1048, AD-1049, AD-3030, FS-1500-35, FS-1700-6A, NICRA, FS-1500-22 and FS-1500-22A).

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at Region 5 Office of Grants and Agreements, 1323 Club Dr, Vallejo, CA 94592.

The following administrative provisions apply to this award:



- A. **LEGAL AUTHORITY.** The RCD shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **STATEMENT OF SUBSTANTIAL INVOLVEMENT.** The Forest Service anticipates involvement in this Cooperative Agreement and intends on being substantially involved in the following way(s):
1. The Forest Service Program Manager was/will be substantially involved in the prioritization of applications received and any additional requests to ensure that mutual benefits to the National Forest are gained from treatment of private lands in this project.
 2. A Cleveland National Forest (CNF) inter-disciplinary team will review the project's California Environmental Quality Act (CEQA) documents prepared by the RCD or cooperators and will prepare a Decision Memo for the project files.
 3. The Forest Service Program Manager or representative from the CNF Fire/Fuels Management Staff will meet in person with the cooperator on the project site on a semi-annual basis to review completed work and evaluate the effectiveness of the project.
 4. The Forest Service Program Manager will review and approve performance reports and spatial data (to meet USFS FACTS requirements) submitted by the cooperator on an annual basis and address any concerns, such as delays in the estimated timeline that might impact the successful completion of the project.
 5. The Forest Service Program Manager will review and approve financial reports submitted by the cooperator on an annual basis and address any indication that project spending is not on schedule.
 6. The Forest Service Program Manager will communicate any project delays or issues that might prevent successful implementation to the Forest Supervisor.
- C. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Stan Hill Address: 11769 Waterhill Rd City, State, Zip: Lakeside, CA 92040 Telephone: 951-553-3013 Email: stan.hill@rcdsandiego.org	Name: Ann Baldrige Address: 11769 Waterhill Rd City, State, Zip: Lakeside, Ca 92040 Telephone: 619-562-0096 Email: ann.baldrige@rcdsandiego.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Scott Grasmick Address: 10845 Rancho Bernardo Rd, Suite 200 City, State, Zip: San Diego, CA 92127 Telephone: 619-373-2055 Email: scott.grasmick@usda.gov	Name: Rachel Ellison Address: Office of Grants and Agreements, 1323 Club Dr City, State, Zip: Vallejo, CA 94592 Email: Rachel.Ellison@usda.gov

- D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS. This award is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this award The RCD acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the U.S. Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If The RCD fails to comply with these provisions, the Forest Service will annul this award and may recover any funds The RCD has expended in violation of sections 433 and 434.
- E. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The RCD shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- F. LIMITATION OF FUNDS. Forest Service funds in the amount of \$288,000.00 are currently available for performance of this award through June 01, 2027. The Forest Service's ability to provide additional funding is contingent upon the availability of

appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until The RCD receives notice of availability confirmed in a written modification by the Forest Service.

G. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

<p>The invoice must be sent by one of three methods:</p> <p>EMAIL (preferred): SM.FS.asc_ga@usda.gov</p> <p>FAX: 877-687-4894</p> <p>POSTAL: USDA Forester Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109</p>	<p>Send a copy to:</p> <p>Scott Grasmick at: scott.grasmick@usda.gov</p>
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H. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **12%** as shown in the NICRA provided by the Cooperator.

As new NICRAs are agreed to between The RCD and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, The RCD shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

- I. PRIOR WRITTEN APPROVAL. The RCD shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- J. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- K. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **06/01/2027** This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- L. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

ANN BALDRIDGE Date
Executive Director, Resource Conservation District
of Greater San Diego County

NATHAN SILL Date
Acting Forest Supervisor, Cleveland National Forest

The authority and the format of this award have been reviewed and approved for signature.

JASON BUCKNER Date
Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, The RCD a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to The RCD for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by The RCD or any third party.
- C. NOTICES. Any notice given by the Forest Service or The RCD will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To The RCD, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from

the expiration date of the award. These forms may be found at grants.gov/forms/forms-repository/post-award-reporting-forms

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

The RCD shall submit annual performance reports. These reports are due 90 days after the reporting period ending December 31st. The final performance report shall be submitted either with The RCD's final payment request, or separately, but not later than 120 days from the expiration date of the award.

Additional pertinent information: Each calendar year, as early as July 1st but no later than September 30th, The RCD must provide to the USFS Cleveland National Forest a set of GIS-friendly spatial files (such as shape files or geodatabase) that spatially delineate where any/all vegetation or fuels work was done during the previous federal fiscal year, from October 1 to September 30th. Also, answers to the additional questions on the FACTS Input Sheet (attached) are needed, that must outline where, what kind of work, and when the work was done. There is no grace period on this reporting deadline. All work that is completed after submitting the GIS data and FACTS Input Sheet to the USFS Cleveland National Forest would be included in the following federal fiscal year GIS data and FACTS Input Sheet.

- G. NOTIFICATION. The RCD shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for The RCD to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify The RCD when permission is granted.
- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of The RCD's purchase of equipment. Equipment is defined as having

a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

- K. PURCHASE OF EQUIPMENT. Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- L. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The RCD is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

The RCD may call on Forest Service's Office of Communication for advice regarding public notices. The RCD is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- M. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The RCD shall acknowledge Forest Service support in

any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- N. COPYRIGHTING. The RCD is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by The RCD under this award.
- Any right of copyright to which The RCD purchase(s) ownership with any federal contributions.

- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The RCD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged

civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

“This institution is an equal opportunity provider.”

- P. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- Q. AWARD CLOSEOUT. The RCD must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to The RCD must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- R. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- S. DEBARMENT AND SUSPENSION. The RCD shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should The RCD or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- T. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- U. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).
- V. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.
- W. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

X. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether

infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Y. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients’ employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide

Debarment and Suspension (Nonprocurement),”

3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Z. DRUG-FREE WORKPLACE.

1. The RCD agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

- b. Specify the actions The RCD will take against employees for violating that prohibition; and
- c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify The RCD in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. The RCD agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. The RCD agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after The RCD learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, The RCD must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

AA. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law

enforcement representative of a Federal department or agency authorized to receive such information.

2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

BB. ELIGIBLE WORKERS. The RCD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). The RCD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

CC. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

DD. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

EE. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.

2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

FF. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services or systems.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

Grants and Agreements Application Guidelines

Project Title: Girl Scouts of San Diego-Camp Winaka Fuel Treatment

Lead Organization: Resource Conservation District of Greater San Diego County

Contact Information: Ann Baldrige, Executive Director, ann.baldrige@rcdsandiego.org ; and Stan Hill, stan.hill@rcdsandiego.org, 951-553-3013

Project Summary

Provide background information and a short summary of the project. Describe how the funds will be used: purchase/develop materials/supplies, training, salaries, travel, etc. Will funds be used to initiate a new project or continue/enhance an existing one? Name other major players (funders, collaborators, tech support, etc.).

This project is a continuation of a current project to treat hazardous fuels on Unit 6 of the Girl Scouts Camp Winaka property. The total project area of Unit 6 is 159 acres, the current contract (funding: Department of Conservation-Regional Forest and Fire Capacity grant) will treat 73 acres. This funding will complete 82 of the remaining 86 acres.

Project Justification

Explain why the project is important. Identify the project objective, why it should be addressed and describe what condition will be changed as a result of the project. Explain why the project should be accomplished through the collaboration of the parties involved.

This project is on a property that is bounded on its west side by Cleveland NF land. The objective is to remove varying percentages of biomass in each of the identified units. Unit 6, the westernmost unit, is approximately 159 acres. 73 acres have already been treated, this funding will complete the remaining 86 acres to provide near complete protection from intrusion of wildfire from the western forest service land, and provide protection from a wildfire that may leave the Girl Scouts property onto the forest. This funding will allow for the completion of a pre-described unit, oftentimes funding challenges reduce the effectiveness and efficiency of treatments.

Scope of Work (Project Description)

a) *Identify Project goals and objectives. Be as specific as possible.*

To complete an entire treatment unit as identified in Forest Management Plan and CalVTP Programmatic EIR, removing biomass for the health of the remaining vegetation and for increased resilience to wildfire.

b) *Identify the specific objective(s)*

Treatment Units 3, 4, 5, 6, and 8 are WUI fuel reduction areas. The WUI fuel reduction prescription reduces, removes, and modifies hazardous fuels to reduce fuel loading to change fire behavior, lessen fire impacts and build wildfire resiliency. Not every acre expects to be treated with the same treatment activity or intensity. Further, the WUI fuel reduction prescription includes retention areas to conserve habitat, creating mosaic patterns within the treatment areas.

c) *Describe the major tasks that must be accomplished to meet project goals and objectives.*

Implementation primarily would occur through manual treatment methods, meaning handcrews using chainsaws and chippers. Tow-behind or track chippers may be used to chip branches and limb wood. In

favorable terrain situations, mechanical treatment, such as masticators, or skid steers with masticating heads, may be used to cut and process hazardous fuels into chips or shreds. Chipped or shredded material remains on site and is spread or dispersed over soils.

Identify responsible personnel/organization for tasks, and time frame (you may use a timeline).

The parties involved in this project are: Girl Scouts San Diego Imperial Unit (property owner), RCDGSDC (lead agency on CalVTP Programmatic EIR and current DOC/RFFC grant manager), grant manager for Non-Fed. Lands Project funding, and contractor. Please refer to Project Timeline Girl Scout Camp below.

Project Methodology

Describe the methodology to be used to complete project tasks. Include an explanation of how you will monitor progress made toward project goals and objectives. Provide a project timeline for completing project tasks.

To monitor contractor progress field visits will be conducted at various intervals and upon submission of invoices from contractor. Photos and GPS and/or AVENZA files may be used to document progress. Please refer to Project Timeline Girl Scout Camp below.

Expanded Project Budget (Financial Planning)

In addition to submitting an SF424A – Budget Information, expanded details are required to support your costs:

a) Personnel – list all staff positions by title. Provide annual salary, percentage of time assigned to the project, and total cost for the grant period.

The RCD accounting staff have estimated approximately 156 hours for the life of this agreement to update and monitoring the accounting processes for all contractors, staff, and grant and agreement requirements. The majority of this agreement's budget is for implementation.

b) Fringe Benefits – Identify the percentage used, the bases for computation, and the types of benefits included.

c) Travel – Specify the mileage, per diem, estimated number of trips, number of travelers, and other costs for each type of travel.

d) Equipment – Identify each item to be purchased which has an estimated acquisition cost of \$5,000 or more per unit and a useful life of more than one year. Items with a unit cost of less than \$5,000 should be categorized as Supplies.

e) Supplies – all tangible personal property other than equipment. The budget detail should identify categories of supplies to be procured (e.g. laboratory supplies or office supplies).

f) Contractual – identify each proposed contract and specify its purpose, nature and estimated cost.

The Financial Plan (under 'Other Expenses') is where the majority of funds will be spent under 1 or more contracts to get the vegetation reduction work done on the Girl Scout camp, primarily on Unit 6, until/unless more funds are available in the future.

g) Other – List each item in sufficient detail for Forest Service to determine the reasonableness and allow-ability of the cost.

h) Indirect – Indirect costs must be supported by including a copy of the current Negotiated Indirect

Cost Rate Agreement, approved by the Cognizant Federal Agency.

The RCD has a 12% NICRA rate, see attachment. The RCD was willing to round down this amount a bit to fit the fixed total budget amount as shown on the Financial Plan in order to maximize the funds going to implementation in order to reach the goal of completing priority treatments in the remainder of Unit 6.

Expanded Project Budget					
Cost Category Description	Federal Agency (FS)	Applicant	Partner 1	Partner 2	Total
A) Personnel (position*rate*time)					-
RCD Accounting Staff- \$77.00/ hr * 156 hours	\$12,012.00				\$12,012.00
Subtotal	-	-	-	-	-
B) Fringe Benefits - % Personnel					-
Subtotal	-	-	-	-	-
C) Travel #people*#trips*perdiem/mileage					-
Subtotal	-	-	-	-	-
D) Equipment[1]>\$5000 (inventory list)					-
Subtotal	-	-	-	-	-
E) Supplies type*qty*cost					-
Subtotal	-	-	-	-	-
F) Contractual eg. cost/acres					-
Vegetation treatment on Unit 6- (\$3000.00/acre*82 acres=\$246,000.00)	\$246,000.00				\$246,000.00
Subtotal	246,000.00	-	-	-	\$246,000.00
G) Construction detail					-
Subtotal	-	-	-	-	-
H) Other (specify) detail					-
Subtotal	-	-	-	-	-
Total Direct Costs	\$258,012.00	-	-	-	\$258,012.00
I) Indirect Charges - include federally approved cost agreement **NICRA 12% - Reduced to fit max budget	\$29,988.00				\$29,988.00
Project Total	\$288,000.00	-	-	-	\$288,000.00
J) Program Income (using Deductive Alternative)	0				0

Note: The budget and project goals, objectives and tasks to determine if proposed expenditures are reasonable,

allowable, and allocable. Please provide clear linkages between the project description (goals, objectives, and tasks) and budget. Additional information will be requested if detail is insufficient to do a cost analysis.

Project Timeline Girl Scout Camp Winaka Fuel Treatment:

Project Timeline List tasks and time frames relative only to the scope of this grant, consultants or organization responsible for carrying out each task. Potential obstacles should be addressed.		
Tasks	Time Frame	Responsible Party
1. The Forest Service Program Manager was/will be substantially involved in the prioritization of non-fed. land funding applications received and any additional requests to ensure that mutual benefits to the National Forest are gained from treatment of private lands in this project.	pre-agreement step: March/April 2024, and can repeat if needed.	Resource Conservation District of Greater San Diego County (RCDGSDC), Palomar Mountain Fire Safe Council (PMFSC) & CNF
2. Consultation with local Fire Safe Council and Camp landowner to assess scope of project; identify treatment boundary and prescription, such as plan for disposal of biomass and access to areas for equipment storage or use.	Can start immediately upon receipt of Signed USFS Agreement Summer or Fall season 2024	RCD & FSC
3. CNF inter-disciplinary team will review the project’s California Environmental Quality Act (CEQA) documents prepared by the RCD or cooperators and will prepare a Decision Memo for the project files.	Summer/Fall 2024	RCD & CNF
4. Organize contractor(s) and landowner/manager to schedule work and arrange for access permissions.	After completion or concurrent with initial tasks (above): Fall/Winter 2024-2025	RCD, FSC, and contractors
5. Contractors begin work	Once scheduling has been arranged and weather permitting, this is dependent on timing of funding: Spring/Summer 2025	Contractor(s)
6. RCD reports back to CNF about progress and financial update via annual reports, and on the ground/spatial footprint completed	Annual Reports due by end of March each year, and spatial progress each year for GIS friendly files (FACTS template) due in Sept. each year.	RCD reports to CNF, CNF provides feedback as necessary

<p>7. The Forest Service Program Manager or representative from the CNF Fire/Fuels Management Staff will meet in person with RCD on the project site on a semi-annual basis to review completed work and evaluate the effectiveness of the project.</p>	<p>After fuels/tree reduction work has begun, then approximately every 6 months until work completed on ground.</p> <p>Spring/Summer 2025 Fall/Winter 2025</p>	<p>CNF & RCD</p>
<p>8. Assess efficiency of operations; adjust if necessary</p>	<p>During performance of work, ongoing at appropriate intervals: Spring/Summer 2025 Fall/Winter 2025</p>	<p>RCD & contractor(s)</p>
<p>9. The Forest Service Program Manager will review and approve financial reports submitted by the RCD on an annual basis and address any indication that project spending is not on schedule.</p>	<p>Annual reports are due by end of March each year (like #6 above). Requests for reimbursement can be sent at cooperator's frequency.</p>	<p>RCD reports/requests to CNF, CNF provides feedback as necessary</p>
<p>10. The Forest Service Program Manager will communicate any project delays or issues that might prevent successful implementation or completion to the Forest Supervisor.</p>	<p>As needed, ideally on rare occasions, like during or after large wildfire events.</p>	<p>CNF</p>
<p>11. Close out the agreement</p>	<p>By end date in agreement, unless modification was completed to extend the end date.</p>	<p>CNF & RCD complete final reports and steps</p>



Resource Conservation District of Greater San Diego County
11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 ✨ Fax: (619) 562-4799

Website: www.rcdsandiego.org

Date: August 23, 2024

Agenda Item 4-3: Approval of Resolution 2024-11

Discussion / History:

The Fire Safe Council of San Diego County, in partnership with the RCD, has been awarded a contract with United Policyholders to support their Listos campaign, which educates the public about disaster preparedness and resiliency. Through our network of community Fire Safe Councils and existing outreach activities, we plan to reach 30,000 individuals with this messaging by the end of the contract term (December 2025).

Financial Impact: Contract amount of \$75,000.

Staff Recommendation to Board: Staff recommends that the Board approves Resolution 2024-11 to authorize the Executive Director to sign the contract with United Policyholders.

Resource Conservation District of Greater San Diego County

11769 Waterhill Road * Lakeside, CA 92040

Phone: 619-562-0096 * Fax: 619-562-4799 * Website: www/rcdsandiego.org

RESOLUTION 2024-11

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF GREATER
SAN DIEGO COUNTY TO SIGN AN INDEPENDENT CONTRACTOR AGREEMENT WITH UNITED
POLICYHOLDERS**

WHEREAS, the Resource Conservation District of Greater San Diego County has been selected to provide independent contractor services for United Policyholders; and,

WHEREAS, Resource Conservation District of Greater San Diego County staff will promote disaster preparedness and resiliency through a variety of education and outreach within San Diego County; and,

WHEREAS, the Resource Conservation District of Greater San Diego County has the capacity to implement the activities under this agreement for the sum of \$75,000;

NOW, THEREFORE, BE IT RESOLVED that the RCD Board of Directors authorizes the Executive Director or her designee to sign the Partnership Agreement.

PASSED AND ADOPTED at the RCD special meeting held on August 23, 2024 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Attest:

Odette Gonzalez, Board Secretary/Treasurer

Joanne Sauerman, Board Secretary

Independent Contractor Agreement

This Agreement is made between United Policyholders ("Client"), with a principal place of business at 917 Irving Street, Suite 4, San Francisco, CA 94122 and ("Contractor"), the Fire Safe Council of San Diego County with a principal place of business at 11769 Waterhill Road, Lakeside, CA 92040.

1. Services to Be Performed

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor a total of \$75,000 in equal monthly payments for all items identified in Exhibit A, not to exceed this amount.

Contractor shall be paid within 30 days after Contractor submits a complete monthly invoice of \$4,411.76 and required Engagement reporting to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed. A total of 17 invoices shall be submitted, equally \$75,000.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, mileage, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

[Check all that apply]

Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

[X] Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

[X] Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

[X] The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

[X] Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

[X] Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf,
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent

required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

11. Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Comprehensive or commercial general liability insurance coverage in the minimum amount of \$2,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement covers the period to June 1st, 2024 - December 31st, 2025 and will become effective when signed by both parties.

Client Program Point of Contact:

Name/Title:
Mailing Address:
Phone Number:
Email Address:

Client Finance Point of Contact:

Name/Title: _____
Mailing Address: _____
Phone Number: _____
Email Address: _____

Contractor Program Point of Contact:

Name/Title: Morgan Dioli, Wildfire Resilience Program Manager
Mailing Address: 11769 Waterhill Road, Lakeside, CA 92040
Phone Number: 619-562-0096x107
Email Address: Morgan.dioli@rcdsandiego.org

Contractor Finance Point of Contact:

Name/Title: Chris Kelley, Director of Finance

Mailing Address: 11769 Waterhill Road, Lakeside, CA 92040

Phone Number: 619-562-0096

Email Address: Chris.kelley@rcdsandiego.org

14. Terminating the Agreement

Either party may terminate the Agreement at any time without cause, by giving notice to the other's representation of such termination and specifying the effective date of at least 30 days before the effective date of such termination. If the Agreement is terminated in this manner, the Client will pay Contractor for services delivered up to and including the termination date.

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

17. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in San Francisco County, CA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in San Francisco County, CA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use;
- any written or tangible information stamped “confidential,” “proprietary,” or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of;
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information;
- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client; and
- other: _____.

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information.

A. The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client’s ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor’s name and/or likeness in grant report and administrative materials.

20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

21. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Severability

If any portion of this Agreement is held to be unenforceable, the remaining provisions remain enforceable to the fullest extent permitted by law, if enforcement would not frustrate the overall intent of the parties.

23. Applicable Law

This Agreement will be governed by California law, without giving effect to conflict of laws principles.

Signatures

Client:

Printed Name

Signature

Date

Contractor:

Ann Baldrige, Executive Director

Signature

Date

Attachments:

Exhibit A: Scope of Work

Attachment B: W-9 (to be completed and returned with this signed agreement)

Attachment C: Sample Invoice

Exhibit A: Scope of Work

Contract purpose is to enter into an agreement between _____ and United Policyholders. The collaborative effort will achieve the following goals and deliverables described in this Scope of Work:

Scope of Work

For the purposes of this agreement, the Scope of Work shall be the responsibilities, goals, tasks, and deliverables contained in this document.

Goals

- Promote Disaster Preparedness and Resiliency by engaging with 30,000 community members, including seniors, individuals with disabilities, those with limited English proficiency, those who are geographically isolated and/or living in high wildfire risk areas.
- Enhance your agency's understanding of insurance and disaster preparedness issues and efforts statewide by attending UP's WRAP (Wildfire Risk Reduction and Asset Protection) monthly meetings.
- Amplify United Policyholders Roadmap to Preparedness workshops and WRAP Resource Center information to residents and organizations in your county.

Deliverables

- Provide a total number of 30,000 engagements over the grant period to community members in your county, including seniors, individuals with disabilities, limited English proficiency, and those residing in geographically isolated and high wildfire risk areas.
- Outreach - attend safety and preparedness fairs in your county and share preparedness resources
- Distribute customized, multilingual, culturally sensitive materials in your county (social media, slide deck, print materials)
- Provide Insurance Preparedness educational programming to individuals and organizations in your county

Responsibilities

- Submit Monthly Reporting for Engagements and Invoicing
- Participate in Bi-Monthly Education/Collaborative Meeting
- Attend UP CBO Trainings and WRAP Meetings
- Submit Quarterly Progress reports with impact stories, photographs, quotes, and other information
- Submit local wildfire mitigation resources to enhance WRAP Resource Center

- Encourage and promote individual homeowner participation in United Policyholders' California Home Insurance Survey

Tasks and Timeline

		Due Date
1.0	Reporting Period 1: June 1, 2024 - September 30, 2024	
1.1	Attend August 2024 UP kickoff meeting	8/9/2024
1.2	LISTOS 101	8/15/2024
1.2	WRAP Meeting	8/27/24
1.3	Monthly Individual CBO Check In (TB scheduled)	August 2024
1.4	Monthly Statistics Report & Invoice	8/31/2024
1.5	All-CBO Collaborative Meeting - questions about handouts, how's it going, getting to know orgs and collecting stories for Q1 Report	September 2024
1.6	Monthly Individual CBO Check In (TB scheduled)	September 2024
1.7	WRAP Meeting	September 2024
1.8	Monthly Statistics Report & Invoice	9/30/2024
1.9	Submit Quarterly Progress Report	9/30/2024
	PLEASE NOTE: If you have eligible engagements to report from June and July 2024, please complete those monthly reports no later than SEPTEMBER 30, 2024!	9/30/2024
2.0	Reporting Period 2: October 1, 2024 - January 31, 2025	
2.1	UP Insurance Preparedness Training 101	October 2024
2.2	Monthly Individual CBO Check In (TB scheduled)	October 2024
2.3	WRAP Meeting	October 2024
2.4	Monthly Statistics Report & Invoice	10/31/2024
2.5	All-CBO Collaborative Meeting - Intro to WRAP Resource Center	November 2024
2.6	Monthly Individual CBO Check In (TB scheduled)	November 2024
2.7	WRAP Meeting	November 2024
2.8	Monthly Statistics Report & Invoice	11/30/2024
2.9	Monthly Individual CBO Check In (TB scheduled)	December 2024
2.10	Monthly Statistics Report & Invoice	12/31/2024
2.11	All-CBO Collaborative Meeting - Topic TBD	January 2025
2.12	Monthly Individual CBO Check In (TB scheduled)	January 2025
2.13	WRAP Meeting	January 2025
2.14	Monthly Statistics Report & Invoice	1/31/2025
2.15	Submit Quarterly Progress Report	1/31/2025
3.0	Reporting Period 3: February 1, 2025 - May 31, 2025	
3.1	UP Insurance Preparedness Training - Topic TBD	February 2025
3.2	Monthly Individual CBO Check In (TB scheduled)	February 2025
3.3	WRAP Meeting	February 2025
3.4	Monthly Statistics Report & Invoice	2/28/2025
3.5	All-CBO Collaborative Meeting - Topic TBD	March 2025
3.6	Monthly Individual CBO Check In (TB scheduled)	March 2025

3.7	WRAP Meeting	March 2025
3.8	Monthly Statistics Report & Invoice	3/31/2025
3.9	WRAP Meeting	April 2025
3.10	Monthly Individual CBO Check In (TB scheduled)	April 2025
3.11	Monthly Statistics Report & Invoice	4/30/2025
3.12	All-CBO Collaborative Meeting - Topic TBD	May 2025
3.13	Monthly Individual CBO Check In (TB scheduled)	May 2025
3.14	WRAP Meeting	May 2025
3.15	Monthly Statistics Report & Invoice	5/31/2025
3.16	Submit Quarterly Progress Report	5/31/2025
4.0	Reporting Period 4: June 1, 2025 - September 30, 2025	
4.1	UP Insurance Preparedness Training - Topic TBD	June 2025
4.2	Monthly Individual CBO Check In (TB scheduled)	June 2025
4.3	WRAP Meeting	June 2025
4.4	Monthly Statistics Report & Invoice	6/30/2025
4.5	All-CBO Collaborative Meeting - Topic TBD	July 2025
4.6	Monthly Individual CBO Check In (TB scheduled)	July 2025
4.7	WRAP Meeting	July 2025
4.8	Monthly Statistics Report & Invoice	7/31/2025
4.9	WRAP Meeting	August 2025
4.10	Monthly Individual CBO Check In (TB scheduled)	August 2025
4.11	Monthly Statistics Report & Invoice	8/30/2025
4.12	All-CBO Collaborative Meeting - Topic TBD	September 2025
4.13	Monthly Individual CBO Check In (TB scheduled)	September 2025
4.14	WRAP Meeting	September 2025
4.15	Monthly Statistics Report & Invoice	9/30/2025
4.16	Submit Quarterly Progress Report	9/30/2025
5.0	Reporting Period 5: October 1, 2025 - December 31, 2025	
5.1	UP Insurance Preparedness Training - Topic TBD	October 2025
5.2	Monthly Individual CBO Check In (TB scheduled)	October 2025
5.3	WRAP Meeting	October 2025
5.4	Monthly Statistics Report & Invoice	10/31/2025
5.5	All-CBO Collaborative Meeting - Topic TBD	November 2025
5.6	Monthly Individual CBO Check In (TB scheduled)	November 2025
5.7	WRAP Meeting	November 2025
5.8	Monthly Statistics Report & Invoice	11/30/2025
5.9	WRAP Meeting	December 2025
5.10	Monthly Individual CBO Check In (TB scheduled)	December 2025
5.11	Monthly Statistics Report & Invoice	12/31/2025
5.12	Submit Quarterly Progress Report	12/31/2025



Resource Conservation District of Greater San Diego County
11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 ✨ Fax: (619) 562-4799

Website: www.rcdsandiego.org

Date: August 23, 2024

Agenda Item 4-4: Approval of Resolution 2024-13

Discussion / History:

The California Association of Resource Conservation Districts (CARCD) has obtained a cooperative agreement from the Natural Resources Conservation Service (NRSC) to support work that increases access to farming resources and information among underserved communities. RCDGSDC has applied for and been awarded funding to educate South San Diego Bay High School students about farm operations and inspire them about opportunities for career paths in regenerative agriculture. Funded activities will take place at Wild Willow Farm.

Financial Impact: Subaward amount of \$22,500.

Staff Recommendation to Board: Staff recommends that the Board approves Resolution 2024-13 to authorize the Executive Director to sign the subaward agreement with CARCD.

Resource Conservation District of Greater San Diego County

11769 Waterhill Road * Lakeside, CA 92040

Phone: 619-562-0096 * Fax: 619-562-4799 * Website: www/rcdsandiego.org

RESOLUTION 2024-12

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF GREATER
SAN DIEGO COUNTY TO SIGN A SUBAWARD AGREEMENT WITH CARCD

WHEREAS, the California Association of Resource Conservation Districts has entered into a Cooperative Agreement with the Natural Resources Conservation Service to provide subawards to RCDs around increasing access to food and farming resources; and,

WHEREAS, Resource Conservation District of Greater San Diego County has been selected for a subaward to educate South San Diego Bay High School students about farm operations and inspire them about opportunities for career paths in regenerative agriculture; and,

WHEREAS, the Resource Conservation District of Greater San Diego County has the capacity to implement the activities under this agreement for the sum of \$22,500;

NOW, THEREFORE, BE IT RESOLVED that the RCD Board of Directors authorizes the Executive Director or her designee to sign the Partnership Agreement.

PASSED AND ADOPTED at the RCD special meeting held on August 23, 2024 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Attest:

Odette Gonzalez, Board Secretary/Treasurer

Joanne Sauerma, Board Secretary

NR243A750003C134_ Improving Equity in Conservation Outreach in
California through Collaboration of NRCS and RCDs
Subawardee: <Resource Conservation District of Greater San Diego
County>

PROJECT TOTAL:	\$22,500
Personnel:	\$6,897.21
Fringe:	\$3,448.61
Travel	\$270.68
Equipment:	\$0
Supplies:	\$72.78
Contractual:	\$3,400.00
Other:	\$6,000.00
Indirect Costs:	\$2,410.71
Match Requirement:	\$0
Awardee Organization:	Resource Conservation District of Greater San Diego County
Awardee Unique Entity ID:	EAXLTLTD91NL8
Awardee Project Manager:	Ann Baldrige, ann.baldrige@rcdsandiego.org
CARCD Grant Manager:	Qi Zhou, qi-zhou@carcd.org
CARCD Financial Administrative Manager:	Mary Scheid, mary-scheid@carcd.org
CARCD's Unique Entity ID:	MPYESGP2U9F5
CARCD's Source of Funds:	U. S. Department of Agriculture Natural Resources Conservation Service
Are these Federal Pass-through funds?	Yes, USDA NR243A750003C134
Invoicing Period:	As often as monthly but not less than quarterly
Reporting Period:	Progress reports are required with any invoices submitted.
All funds must be expended and final Reports are due no later than:	July 30, 2026
Budget note:	

Invoicing: Submit invoices as often as monthly but not less than quarterly. Please submit via email to the Grant Manager with the subject line “NR243A750003C134-INVOICE: <date>”. Invoices must be submitted on Subawardee letterhead with the date, amount, period, amount of time worked, and very short description of services included. Documentation of services rendered is required for payment, including but not limited to: timecards, receipts, invoices from subcontractors, sign-in sheets from events, photos, web links, and outreach and technical assistance materials generated. CARCD is required to retain timecards on file for 7 years.

Please note that invoices submitted to CARCD later than 15th of the following month will need to wait until the next quarter to get reimbursed. For example, if a Jan-Mar invoice was submitted to CARCD before Apr 15th, it will be reimbursed in the quarter of Apr-Jun. If a Jan-Mar invoice was submitted to CARCD after Apr 15th, it will be reimbursed in the quarter of July-Sep.

Personnel Record Keeping/Timesheets: Please ensure that activity reports (timesheets) support salary and wages, and fringe benefit expenditures charged to NRCS grants. Activity reports (timesheets) must contain the following information:

- Employee Name
- Employee Title

- Time base/ number of hours worked per month
- Project/program identifier
- Hours worked per day per program
- Time period (month/year)
- Description of activities performed for each identified project/ program
- Signature and date by both employee and supervisor

Reporting: Progress reports are required with any invoices submitted. Reporting will be completed using a shared spreadsheet owned by the CARCD Grant Manager. Quarterly group calls with CARCD Grant Manager and fellow subawardees are mandatory. If reporting is not completed promptly, CARCD reserves the right to cancel the subawardee agreement and redistribute remaining funds.

Match Documentation Requirements: This grant does not require matching funds.

Signing this Cover Letter signifies that the above stipulations are acknowledged, and Subawardee agrees to these conditions.

Project Manager Signature

Date

CONTRACT FOR SERVICE

This AGREEMENT made on [August 23rd, 2024](#) between

CLIENT:

California Association of Resource Conservation Districts
705 E Bidwell Street, Suite 2-415, Folsom, CA 95630
Contact: Qi Zhou
qi-zhou@carcd.org

and

CONTRACTOR:

[Resource Conservation District of Greater San Diego County](#)
11769 Waterhill Rd, Lakeside, CA 92040
Contact: Ann Baldrige
Ann.baldrige@rcdsandiego.org

ARTICLE 1. TERM OF CONTRACT

This Agreement will become effective on [August 23, 2024](#), and will continue until [July 30, 2026](#), unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal employee tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Scope of Agreement and Scope of Work²²

Section 3.1. Pursuant to the NRCS Cooperative Agreement [NR243A750003C134](#), the California Association of Resource Conservation Districts (Client) hereby grants to [the Resource Conservation District of Greater San Diego County](#) (Contractor) a sum not to exceed amount of [\\$22,500](#) (Grant Funds), upon and subject to the terms and conditions of this Contract for Service (Agreement).

Contractor will work with Client to plan and execute tasks and duties outlined in the Scope of Work (attached to this contract). Scope of Work changes must be requested in writing to CARCD no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CARCD approval and, at its discretion, CARCD may choose to accept or deny changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CARCD will respond in writing as to whether the proposed changes are accepted.

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

Purpose of Agreement

Section 3.2. Contractor is entering into this Agreement and the Grant Funds shall be used only for the purpose of assisting Client with the project generally described as: "Identify barriers and find strategies to overcome them to expand the delivery of conservation assistance to historically underserved farmers and ranchers in California" (Project).

Method of Performing Services

Section 3.3 The method of performing services is outlined in the Scope of Work. Client will inform Contractor when additional duties are required.

Employment of Assistants

Section 3.4. Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. Client may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of those assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

Place of Work

Section 3.5. Contractor shall perform the services required by this Agreement at any appropriate place or location and at such times as Contractor shall determine.

Conditions of Contract

Section 3.6. Client's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

Contractor will have provided assurance of eligibility for federal grants for all subcontractors. A subcontractor must also abide by all of the same federal grant policies and procedures, indirect cost rates, and allowable costs as Contractor.

ARTICLE 4. DISBURSEMENTS

Section 4.1. Upon satisfaction of all of the Conditions of Agreement set forth in Section 3, above, and so long as Contractor is not in breach or default under this Agreement, Client agrees to disburse the Grant Funds to Contractor, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and not less frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.

Section 4.2. Contractor shall request disbursement of Grant Funds by submitting both an invoice and a report to Client for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by the Client.

Section 4.3. The invoice must be submitted on Contractor's letterhead, signed by an authorized representative of Contractor. Invoices must be itemized using the same Categories numbers included in the

attached Budget. Each invoice shall be accompanied by supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Contractor staff time shown by number of hours worked and hourly rate, and all sub-contractor services/invoices. Additionally, materials generated with this grant money, including all outreach and technical assistance materials for electronic or printed dissemination, must be submitted with the invoice. A report must include a written description of all work completed during the period of the invoice and will be provided to the Grant Manager via email.

Allowable Costs

A cost is allowable if it directly relates to the approved project and is incurred solely to advance work under this Agreement. Allowable costs may include salaries and wages, fringe benefits, consultant services, travel, scientific research equipment, subcontractors and materials, data collection and analysis, land rentals, and training.

Expenditures must conform to USDA and NRCS program requirements, be made in compliance with federal and state laws and regulations as applicable, and be:

- Necessary and reasonable for proper and efficient performance and administration of the project.
- Authorized or not prohibited under federal, state or local laws or regulations.
- Consistent with policies, regulations, and procedures that apply uniformly to both federal and state funds and other activities of the governmental unit
- Determined in accordance with generally accepted accounting principles.
- Adequately documented.

Unallowable Costs

The following costs are not allowed:

- Profit and management fees. Recipients may not earn and keep income resulting from an award
- Costs above the amount authorized for the project.
- Costs incurred after the award period of performance end date.
- Costs not identified in the approved budget or approved budget revisions.
- Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
- Compensation for injuries to persons or damage to property arising from project activities.
- Meals: Meals may be charged to an award only if they are necessary for the performance of the project. For instance, meals (normally only lunch) that are a necessary part of the costs of meetings and conferences (i.e., required attendance and continuity of a meeting), the primary purpose of which is the dissemination of information, are allowable, as are costs of transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Note: Meals consumed while in official travel status do not fall in this category. They are considered to be per diem expenses and should be reimbursed in accordance with the organization's established travel policies subject to statutory limitations or in accordance with Federal travel policies.
- Costs normally charged as indirect costs may not be charged as direct costs without proper justification and agency approval. Proper justification includes documentation that the costs meet the criteria for allowability (see 2 CFR 200.403). Examples of such costs include rent, utilities, depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
- Salaries that are not commensurate with level of work: All costs must be reasonable to be allowable (2 CFR 200.403), and 2 CFR 200.404 defines a reasonable cost as one if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Salaries determined not to be reasonable compared to the level of work will be unallowable.
- Honoraria. Speaker fees are allowable.
- Costs which lie outside the scope of the approved project and amendments thereto.
- Entertainment costs, regardless of their apparent relationship to project objectives.
- Consulting services performed by a Federal employee during official duty hours when such consulting services result in the payment of additional compensation to the employee; and

- Renovation or refurbishment of facilities, the purchase or installation of fixed equipment in facilities, and the planning,

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award. The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. Contact assigned CARCD Grant Manager, Qi Zhou with additional questions.

Indirect Cost Rate

Contractor stipulates that the indirect rate included in the attached budget is either at or below the 10% federal de minimus rate or the Contractor's approved NICRA rate approved to use for federal grant awards.

Section 4.4. Contractor shall submit invoices, payment requests, and reports electronically to CARCD's Grant Manager via email at qi-zhou@carcd.org.

Section 4.5. Contractor shall reimburse Client for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Client.

Section 4.6. Contractor shall be responsible for all cost and expenses incident to the performance of services for Client, including but not limited to, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other of Contractor's cost of doing business.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Tools and Instrumentality

Section 5.1. Contractor will supply all tools and instrumentalities required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from Client. Contractor agrees to return all properties belonging to CARCD, including records.

Workers' Compensation

Section 5.2. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

Access to Records/Retention

Section 5.3. Client shall have access to any books, documents, papers and records of Contractor which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, contractor shall maintain all required records for at least seven (7) years after Client makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later. Contractor acknowledges the right of the auditors of the State of California or Federal government to examine the records of the Client relative to the goods, services, equipment, materials, supplies or other assistance provided to Contractor for the Project.

Confidentiality

Section 5.4. Information received by CARCD from Contractor regarding personal information from Contractor or Contractor's constituents is confidential. If there is a lack of clarity on which information is confidential, Contractor should get clarification and written documentation from the CARCD Project

Manager.

Indemnification of Liability

Section 5.5. To the fullest extent permitted by law, Contractor shall indemnify, protect, and hold harmless CARCD, U.S. Department of Agriculture, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the performance of Contractor's duties under this Agreement.

Assignment

Section 5.6. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of Client.

State and Federal Taxes

Section 5.7. As Contractor is not Client's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- Client will not withhold FICA (Social Security) from Contractor's payments
- Client will not make state or federal unemployment insurance contributions on behalf of Contractor
- Client will not withhold state or federal income tax from payments to Contractor
- Client will not make disability insurance contributions on behalf of Contractor
- Client will not obtain workers' compensation insurance on behalf of Contractor

ARTICLE 6. OBLIGATIONS OF CLIENT

Cooperation of Client

Section 6.1. Client agrees to comply with all reasonable requests of Contractor (and provide access to all documents) reasonably necessary to the performance of Contractor's duties under this Agreement.

Assignment

Section 6.2. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Contractor.

Project Completion and Final Reporting

Section 6.3. Project completion under this Agreement is **July 30, 2026**. Final reporting and final invoices shall be submitted by Contractor to Client no later than **July 30, 2026**. The Agreement will be completed upon final receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

ARTICLE 7. TERMINATION OF AGREEMENT

Notwithstanding anything herein to the contrary, either Contractor or Client may terminate this Agreement upon sixty (60) days written notice to the other. The notice of termination must be given pursuant to the provisions of Section 8.1. At such time of Notice of Termination, all monies due Contractor are due and payable for work that has been completed to the standards of the Agreement, and all Client's documents and Work in Progress are to be returned promptly.

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.1. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepared with return receipt requested or delivered by email to the email address listed in this Agreement.

Mailed and emailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph or to such other address as a party may later designate by giving to the other party written notice of the designation. Notices delivered personally will be deemed as of actual receipt. Mailed notices shall be deemed served as of four days after mailing.

Entire Agreement of Parties

Section 8.2. This Agreement cancels and replaces any prior understanding or agreement between the parties on its subject matter, contains their entire agreement on its subject matter, and may be modified only by a writing executed by a duly authorized representative of each party.

Partial Invalidity

Section 8.3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will to the maximum extent allowed by law nonetheless continue in full force without being impaired or invalidated in any way.

Arbitration of Disputes Required

Section 8.4. All claims or disputes arising under or relating to this Agreement that the parties themselves alone cannot resolve are to be resolved by binding arbitration in the County of Sacramento, California. The arbitration will be conducted confidentially pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award resulting from such an arbitration proceeding must be in writing, provide an explanation for all conclusions of law and fact, and include a written record of the arbitration hearing and an assessment of costs, expenses and reasonable attorney's fees. Such arbitration will be conducted by an arbitrator experienced in government grants to nonprofit organizations mutually chosen by the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

Attorney's Fees

Section 8.5. If any action at law or equity, including an arbitration proceeding or an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each party will pay its own attorney fees.

Governing Law

Section 8.6. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Accounting/Records/Audits

Section 8.7. Contractor shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least seven years after final disbursement by Client. During such time, Contractor shall make said records available (or cause them to be made available) to the State of California for inspection and audit

purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Client shall be borne by Contractor. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

Funding provided in this Agreement, from CARCD via the U.S. Department of Agriculture Natural Resources Conservation Service, originates with the U. S. Department of Agriculture. The funds disbursed via this Agreement are thus 'federal pass-through funds.' Guidance for federal awards is published in the Code of Federal Regulations (CFR). The CFR is accessible through the Electronic Code of Federal Regulations at www.ecfr.gov. Funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in [2 CFR part 200](#) and [2 CFR part 400](#). Recipients are responsible for the consistent application of federal regulations to these funds. Recipients of pass through funding are responsible for ensuring their contractors/consultants comply with federal regulations.

Use of Grant Funds to Secure Additional Funding

Section 8.8. Contractor agrees that the funding provided under this Agreement shall not be used as matching funds for other grants, or to secure loans or other monetary awards without prior consent of the Client.

Non-Discrimination

Section 8.9. During the performance of this Agreement, Contractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family care leave, medical care leave, or pregnancy-disability leave. Contractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 8.10. The Contractor must comply with the drug-free environment standards pursuant to 5151-5160 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

Section 8.11: Federal Terms and Conditions: The Contractor, and their subcontractor under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Contractors are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with federal regulations.

ARTICLE 9. AUTHORIZATION

Section 9.1. The signature of the Executive Director of CARCD certifies that \$22,500 will be disbursed in installments to Contractor for the Project unless contract provisions are enacted.

ARTICLE 10. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Client and Contractor. Each party shall sign two counterparts of this Agreement.

ARTICLE 12. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

EXHIBIT A – Scope of Work

EXHIBIT B – Budget

CLIENT	CONTRACTOR
Nancy Wahl-Scheurich, Executive Director	Ann Baldrige, Executive Director
California Association of Resource Conservation Districts	Resource Conservation District of Greater San Diego County
By:	By:
Taxpayer ID No. 94-1553749	Taxpayer ID No. 95-2586060

Exhibit A – Scope of Work

Staff from two program areas of the RCD of Greater San Diego County - the Agriculture Department and Wild Willow Farm - will work together to educate South San Diego Bay High School students about farm operations and inspire them about opportunities for career paths in regenerative agriculture. Firstly, staff will conduct outreach to local high schools in the South Bay of San Diego County, reaching 100 youth from underserved communities. Secondly, staff will coordinate across departments to provide four workshops related to soil health, including bilingual educational materials about careers in agriculture, reaching 100 youth from underserved communities. This effort will connect 100 local youth with the educational farm, Wild Willow Farm, while exposing them to career opportunities in regenerative agriculture.

The Scope of Work for this Agreement is defined in the grant application, as submitted to CARCD, describing the proposed project in detail. For the purposes of this Agreement, the following exceptions/adjustments/alterations to the project as described in the proceeding grant application, include: none.

Exhibit B – Budget

RCD of Greater San Diego, \$22,500

Personnel - Total Cost: \$6,897.21

- Agriculture Programs Coordinator, \$29.23/hr * 80 hours = \$2,338.40
- Education Manager, \$34.16 /hr * 65 hours = \$2,220.40
- Education Coordinator, \$27.6 /hr * 45 hours = \$1,242.00
- Director of Finance, \$46.5/hr * 23 hours = \$1,096.41

Fringe Benefits - Total Cost: \$3,448.61

- Agriculture Programs Coordinator, 50% of \$2,338.40 = \$1,169.20
- Education Manager, 50% of \$2,220.40 = \$1,110.20
- Education Coordinator, 50% of \$1,242.00 = \$621.00
- Director of Finance, 50% of \$1,096.41 = \$548.21

Travel – Total Cost: \$270.68

Mileage to and from local high schools to conduct outreach to High School students in the South Bay region of San Diego County about farm operations and inspire them about opportunities for career paths in regenerative agriculture during four on-farm classes. Miles travel is estimated to be 404 miles at a rate of \$0.67 per mile.

Supplies – Total Cost: \$72.78

Covers materials and supports workshops giving students an opportunity to take tangible lessons from their experience at the farm. Cost to print Black and White outreach materials: 649 pages * \$ 0.02/page = \$12.98. Cost to print color outreach materials: 460 pages * \$ 0.13/page = \$59.80.

Contractual – Total Cost: \$3,400

- Cost of live translation or translation of printed and virtual outreach materials into Spanish by a professional translator: \$250/hour * 4 hours = \$1,000
- Bus transportation for four high school classes to Wild Willow Farm and Education Center: \$600/bus trip * 4 trips = \$2,400

Other – Total Cost: \$6,000

Subaward charge for on-farm classes at Wild Willow Farm: \$60/student * 100 students = \$6,000.

Indirect Cost – Total Cost: \$2,410.71

The Conservation District has a Negotiated Indirect Cost Rate Agreement (NICRA) with the U.S. Department of Agriculture Forest Service. Our approved rate is 12% of all direct costs. Per this Federal Funding Opportunity, the RCDGSDC will request federal funding for these costs (12% of all direct costs \$20,091).



Resource Conservation District of Greater San Diego County
11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 ✨ Fax: (619) 562-4799

Website: www.rcdsandiego.org

Date: August 23, 2024

Agenda Item 4-5: Approval of Resolution 2024-13

Discussion / History:

The RCD has been hosting fellows through the GrizzlyCorps Program out of UC Berkeley for the past two years. The GrizzlyCorps program connects recent college graduates with organizations working in the fields of sustainable agriculture and forest health. Our Forestry & Fire Prevention department has worked with GrizzlyCorps fellows for the past two years, and this year we will continue our partnership with the program by hosting a fellow within our Agriculture Department as well as with the Forestry & Fire Prevention Department. Fellows receive a stipend for their participation paid in part by the hosting organization. The fellows will be at the RCD for nine months, during which they will work alongside our staff to develop their skills and knowledge and contribute to our work. They also have access to a range of professional development opportunities through the GrizzlyCorps program. Our share of the stipend will be covered through grants.

Financial Impact: Stipend payment of \$28,000 per fellow (\$56,000 total).

Staff Recommendation to Board: Staff recommends that the Board approves Resolution 2024-13 to authorize the Executive Director to sign the Site Service Agreement with UC Berkeley.

Resource Conservation District of Greater San Diego County

11769 Waterhill Road * Lakeside, CA 92040

Phone: 619-562-0096 * Fax: 619-562-4799 * Website: www/rcdsandiego.org

RESOLUTION 2024-13

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN RCDGSDC AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA'S UC BERKLEY CAMPUS ON BEHALF OF THE GRIZZLYCORPS PROGRAM

WHEREAS, the Resource Conservation District of Greater San Diego County desires to grow its planning and programming in the areas regional wildfire resilience and regenerative agriculture, and;

WHEREAS, The Regents of the University of California, UC Berkley Campus on behalf of the GrizzlyCorps program, a division of AmeriCorps, has chosen the RCDGSDC as a 2024-2025 host site partner for two fellows, and;

WHEREAS, GrizzlyCorps Fellows will assist staff in accomplishing planning and outreach activities for wildfire resilience and regenerative agriculture.

NOW, THEREFORE, BE IT RESOLVED that the RCDGSDC Board of Directors appoints Ann Baldrige, as agent of the RCDGSDC Board of Directors to execute and submit all documents including, but not limited to the MOU, which may be necessary for the completion of the aforementioned program and MOU.

PASSED AND ADOPTED at the RCD special meeting held on August 23, 2024 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Attest:

Odette Gonzalez, Board Secretary/Treasurer

Joanne Sauerman, Board Clerk



GRIZZLYCORPS SITE SERVICE AGREEMENT WITH RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY

This Service Site Agreement (“Agreement”) is entered into by and between the Regents of the University of California, on behalf of UC Berkeley School of Law’s Center for Law, Energy & the Environment (“CLEE”) and CLEE’s GrizzlyCorps program (hereinafter referred to as “GrizzlyCorps”), and the Resource Conservation District of Greater San Diego County hereinafter referred to as “Project Partner”), each individually a “Party” and collectively the “Parties.”

RECITALS

1. GrizzlyCorps is an AmeriCorps program based out of CLEE in partnership with the State of California through California Volunteers State Service Commission (“CV”). GrizzlyCorps is dedicated to helping rural communities in California plan for and implement two of the most promising solutions to the climate crisis: regenerative agriculture and forest resilience. Our program sends recent college graduates into rural communities across California to promote regenerative agri-food systems and fire and forest resilience. We aim to expand capacity for organizations working on community resilience and climate action while bolstering the next generation of professionals at the forefront of climate change solutions. All members of GrizzlyCorps (“Members”) are AmeriCorps members. As an AmeriCorps program, GrizzlyCorps complies with the requirements put forth by CV and the Corporation for National and Community Service (“CNCS”).
2. Project Partners include resource conservation districts, Tribal Nations, non-profits, land trusts, University of California cooperative extension and research stations, and local public agencies. Project Partners have applied for and commit to hosting Members(s) and work with Members to create and implement projects that promote regenerative agri-food systems and/or fire and forest resilience. Projects range from community outreach, education, and research, to conservation, farmland restoration, carbon farming plans, and wildfire resilience plans, as well as a variety of other fieldwork or administrative projects. Members assist Project Partners with capacity-building projects that aim to improve the impact of their work, build community resilience, and respond to climate change.
3. This Agreement outlines GrizzlyCorps and Project Partner responsibilities for Service Year 2024-2025.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I – GENERAL TERMS

1. Service Term. The term of this Agreement shall be for one complete service year (eleven months, or “Service Term”) by two (2) GrizzlyCorps Members beginning September 3, 2024, and ending July 31, 2025 (“End Date”), unless otherwise amended. The Service Term is different than the effective date of this Agreement; the effective date is the date the Agreement is fully executed by the Parties.



2. Termination. This Agreement may be terminated by mutual written consent of both Parties, or by either Party, without cause, upon sixty days (60 days) prior written notice to the other Party. If Project Partner fails to perform any of its material obligations under this Agreement, GrizzlyCorps may immediately terminate this Agreement upon written notice. GrizzlyCorps may also immediately terminate this Agreement in the event the contingency in Article IV is not satisfied.
3. Consideration. Project Partner agrees to pay GrizzlyCorps the fixed price sum of \$28,000 to fund its participation in this Agreement (the “Cost-Share Match”), and shall pay GrizzlyCorps in installments in accordance with Section III.1. Project Partner certifies that, at the time of signing this Agreement, sufficient funds are committed and authorized to finance the entirety of the Cost-Share Match.
4. Member Not an Employee. The Member is considered a volunteer and is not an agent or employee of either the University of California or the Project Partner. Except as expressly provided in Article II below, the Member is not entitled to receive any benefits that normally accrue to employees of either the University of California or the Project Partner. Members shall not displace an existing Project Partner employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of a Member serving with the assigned Project Partner.
5. Progress Evaluation. GrizzlyCorps reserves the right to visit Project Partner to evaluate Member progress. Any such visits will be made with advance notice and in the least disruptive manner possible.
6. Photograph, Audio, and Video Recordings. GrizzlyCorps may use any photograph, audio recording, video, or film taken by GrizzlyCorps or the Member in conjunction with the Member’s service for Project Partner for promotional, training, or any other purposes without the Project Partner’s express written permission, and without compensation to the Project Partner or the Member. Project Partner reserves the right to prevent the GrizzlyCorps Member from taking photographs, audio recording, video, or film on or in Project Partner’s property at Project Partner’s sole discretion.

ARTICLE II - GRIZZLYCORPS RESPONSIBILITIES

GrizzlyCorps agrees to do the following:

1. Provide a living allowance of up to \$28,160 for each first-year Member, or up to \$30,250 for each second-year Member.
2. Administer medical benefits to Members and be responsible for any workers’ compensation claims brought by or on behalf of a Member that arise out of the Member’s service for or on behalf of Project Partner.
3. Provide regular professional development training to Members, including but not limited to, a multi-day orientation at the start of Members’ service and monthly webinar sessions.
4. Host a 3-part Orientation for all Project Partners, as well as provide continued support to Project



Partners with Member management throughout the 11-month Service Term.

5. Support a safe working environment by:
 - a. Including general safety topics in the multi-day orientation and monthly webinar sessions;
 - b. Reviewing Project Partner's field safety plan and any updates to the plan;
 - c. Reviewing safety concerns with Site Supervisors and Members; and
 - d. Enforcing consequences for non-compliance with safety requirements, including termination of the Agreement.
6. Ensure the safety of Members and minimum disruption to the program in the event of a major disaster or emergency in Project Partner's service delivery area. At Project Partner's request, GrizzlyCorps shall make available its Continuity of Operations and Emergency Action Plan.
7. Comply with all applicable CV Policies and Requirements and administer the GrizzlyCorps program in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

ARTICLE III – PROJECT PARTNER RESPONSIBILITIES

1. Cost-Share Match.
 - a. As part of its participation in this Agreement, and as required by AmeriCorps, Project Partner shall pay GrizzlyCorps a Cost-Share Match of \$56,000.
 - b. Project Partner's Cost-Share Match covers GrizzlyCorps expenses that include, but are not limited to: member recruitment; training; health care benefits; workers' compensation; transportation; stipend; service uniforms; and GrizzlyCorps program administrative costs.
 - c. Project Partner shall pay its Cost-Share Match to GrizzlyCorps on the following schedule: Quarterly payments. First payment due September 31. GrizzlyCorps will provide invoices in advance. Prepayment is also accepted.
 - d. Project Partner's Cost-Share Match shall only be used for general GrizzlyCorps program support and not to benefit any individual Member.
 - e. In the event this Agreement is terminated early for any reason, Project Partner acknowledges that GrizzlyCorps is unable to refund any Cost-Share Match payments to the extent such payments were made before the effective date of the termination.
2. Safe Working Environment.
 - a. Project Partner commits to maintaining a safe, healthy, and welcoming working environment for the Member.
 - b. Prior to the start of the Service Term, Project Partner shall develop a project-specific field safety plan. The field safety plan shall document a hazard evaluation, communication of safe practices and procedures, appropriate controls including training and use of personal protective equipment, and procedures to provide prompt treatment, reporting, and investigation of all workplace injuries or illnesses. Project Partner may either develop its own field safety plan or use the template attached in Appendix A - GrizzlyCorps Field Safety Plan. Project Partner shall also update the field safety plan, as needed, throughout the Service Term. GrizzlyCorps, in coordination with the



- UC Berkeley Office of Environment, Health & Safety, shall review the field safety plan and any updates to the plan, and provide recommendations. Project Partner shall ensure that the field safety plan is properly implemented during the Service Term.
- c. The Site Supervisor shall inform GrizzlyCorps of all workplace injuries and illnesses within one business day and communicate promptly regarding any unresolved safety concerns or near-miss incidents.
 - d. Project Partner shall maintain a written workplace safety program in compliance with Title 8, California Code of Regulations § 3203 (Injury and Illness Prevention Program) of the California Division of Occupational Safety and Health (“Cal/OSHA”). Cal/OSHA’s section 3203 requirements include, but are not limited to, the following:
 - i. Identifying, evaluating, and correcting hazards as a routine part of work planning.
 - ii. Providing workers with appropriate safety training and personal protective equipment for their job duties, and ensuring they are trained on the organization’s workplace safety program.
 - iii. Providing instructions on what to do in the event of a workplace injury or illness, and ensuring prompt treatment, reporting, and investigation.
 - iv. Providing instructions on what to do in the event of an emergency.
 - v. Providing instructions on how to communicate safety concerns and maintaining open two-way communication between management and employees, for example in the form of safety training classes or tailgate meetings, direct meetings with supervisors, safety committee meetings, anonymous safety reporting, and/or written safety communications via the web, email, postings, and project-specific field safety plans.
 - e. Project Partner shall not harass, discriminate, retaliate, or be abusive toward the Member including, without limitation, engaging in any verbal, physical, written, or visual harassment, discrimination, or retaliation on the basis of race, religious creed, color, national origin, ethnicity, disability, sex, actual or perceived gender identity, gender expression, age, sexual orientation, or other characteristic protected by law.
4. Project Partner shall provide adequate resources to support Member activities, including office space, desk and chair, use of a computer and internet service, an e-mail address, telephone, and any other necessary supplies such as paper, postage, copier, etc.
 5. Project Partner shall designate a Site Supervisor who is responsible for the daily, direct supervision of the Member, and who shall comply with the following:
 - a. Participate in the Member selection process, which includes participating in interviews with potential Members via either video call or telephone.
 - b. Provide a safe and healthy work environment.
 - c. Participate in and/or watch recordings of all GrizzlyCorps Project Partner Orientations.
 - d. Provide and document completion of AmeriCorps-required Site Orientation with Member (which includes a safety training) and submit signed Site Orientation Checklist to the GrizzlyCorps office by October 1, 2024.
 - e. Work with Members to complete the GrizzlyCorps Fellow-Site Supervisor Agreement and submit original signed Agreement to the GrizzlyCorps office by October 1, 2024.
 - f. Ensure that Members are clearly identified with AmeriCorps or GrizzlyCorps such as wearing



- service gear with AmeriCorps or GrizzlyCorps logos during all service hours.
- g. Prohibit Members from participating in projects that pose undue safety risks.
 - h. Ensure Members are making adequate progress toward GrizzlyCorps community service, community building, and Member development objectives.
 - i. Conduct weekly check-ins with Members to discuss project progress, clarify project expectations, and receive project guidance as necessary. These meetings should also provide a time and space for Members and Site Supervisors to give feedback and express unmet needs.
 - j. Allow Members to utilize time during the service week to attend required GrizzlyCorps/AmeriCorps/CV meetings and trainings (a schedule of required meetings and trainings will be provided at the beginning of the service year).
 - k. Evaluate Member service progress at the beginning, middle, and end of the year, document these evaluations, and submit documents to the GrizzlyCorps office by the dates requested.
 - l. Ensure that any Member disciplinary issues are resolved in accordance with the GrizzlyCorps Disciplinary Policy attached as Appendix B.
 - m. Complete any reports and surveys required by GrizzlyCorps and/or AmeriCorps.
 - n. Ensure that GrizzlyCorps Members will not engage or participate in any of the following actions or activities in their official capacity as an AmeriCorps Member while under the direction of Project Partner:
 - i. Attempting to influence legislation;
 - ii. Organizing or engaging in protests, petitions, boycotts, or strikes;
 - iii. Assisting, promoting, or deterring union organizing;
 - iv. Impairing existing contracts for services or collective bargaining agreements;
 - v. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 - vi. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 - vii. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 - viii. Providing a direct benefit to:
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph (vii) above, unless AmeriCorps assistance is not used to support those religious activities;



- ix. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- x. Fundraising activities;
- xi. Providing abortion services or referrals for receipt of such services; and
- xii. Such other activities as AmeriCorps may prohibit.

ARTICLE IV – GRANT FUNDING CONTINGENCY

The Parties acknowledge that their obligation to perform under this Agreement is contingent upon GrizzlyCorps' award of the grant and receipt of funding from GrizzlyCorps' Sponsor. If GrizzlyCorps receives notice that its Sponsor did not award the grant or intends to reduce or eliminate its funding, GrizzlyCorps may either immediately terminate this Agreement with prompt notice to Project Partner, or the Parties may amend the Agreement in accordance with Section VIII.1.

ARTICLE V – RELEASE FROM PARTICIPATION

The Parties acknowledge that a Member shall not be released from service before the Service Term expires except for compelling personal circumstances or for cause, consistent with the criteria set forth in 45 C.F.R. § 2522.230. GrizzlyCorps shall have sole discretion to determine whether the reason(s) for early release satisfy the criteria in section 2522.230 and to approve release of the Member. In the event of an early release, GrizzlyCorps and Project Partner shall meet to discuss whether to find a replacement with a new Member. If the Parties decide not to replace the Member, then this Agreement will terminate on the date of the Member's release.

ARTICLE VI - INSURANCE

1. GrizzlyCorps and Project Partner shall keep in full force and effect during the Service Term, at each Party's own expense, insurance or self-insurance with coverages as follows ("Insurance"):
 - a. Commercial Form General Liability Insurance with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. GrizzlyCorps General Liability insurance covers claims arising out of the Member's service for Project Partner but only in proportion and to the extent such claims are caused by or result from the negligent acts or omissions of GrizzlyCorps, its officers, agents, employees, or Members.
 - b. Workers Compensation as required by applicable law.
2. Each Party shall give thirty (30) days' advance written notice to the other Party of any modification, change, or cancellation with respect to the Insurance.

ARTICLE VII – NON-COMPLIANCE

If Project Partner in its operation of the program is not meeting program objectives, standards, or outcomes, Project Partner shall cooperate with GrizzlyCorps in identifying and addressing the problem. GrizzlyCorps may take such actions as it considers appropriate including, without limitation, increasing frequency of site visits, requiring Project Partner to provide additional information, providing additional training and technical support to Project Partner, or establishing a formal corrective action plan. Nothing



in this Article limits GrizzlyCorps rights under Article I to terminate this Agreement at any time by any reason of Project Partner's breach.

ARTICLE VIII – MISCELLANEOUS TERMS

1. Amendments. This Agreement shall not be amended in any manner except in writing and signed and dated by both Parties hereto.
2. Governing Law. For Project Partners who are tribal nations or tribal communities, this Agreement shall be governed by, and construed in accordance with, applicable Federal law, provided, however, that nothing contained in this Agreement shall constitute a waiver of any right or defense available to the University by virtue of its status as a public entity. For all other Project Partners, this Agreement shall be governed by, and construed in accordance with, the law of the State of California.
3. Compliance with Laws. Project Partner agrees to comply with all applicable federal, state, and local laws governing performance of this Agreement.
4. Other Applicable Laws. Any provision required to be included in a contract of this type by any applicable and valid federal, state, or local law, ordinance, rule or regulations will be deemed to be incorporated herein.
5. Notices. All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be emailed, mailed, or personally served to the contact identified in Article IX. Notice shall be deemed effective on the date emailed or personally delivered, or if mailed, three days after deposit in the mail.
6. Indemnification. The Parties agree to defend, indemnify, and hold one another harmless from and against any and all liability, loss, expenses (including, without limitation, reasonable attorneys' fees and costs), or claims for injury or damages resulting from or arising out of this Agreement, but only in proportion to and to the extent such liability, loss, expenses, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.
8. Execution and Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

ARTICLE IX – CONTACT INFORMATION

The following persons are identified as primary contacts for receiving notice and other communications under this Agreement:



For GrizzlyCorps:

Eliza Munger
Director, GrizzlyCorps
CLEE, UC Berkeley School of Law
eliza.munger@berkeley.edu
1995 University Ave, Suite 460 Berkeley, CA

For Project Partner:

Heather Marlow
Director of Forestry and Fire Prevention Programs
Resource Conservation District of Greater San Diego County
heather.marlow@rcdsandiego.org
11769 Waterhill Road, Lakeside CA 92040

IN WITNESS WHEREOF, the duly authorized Parties have executed this Agreement as of the date last written below.

Signature Date
Steven Carter
Senior Business Contracts Officer,
UC BERKELEY

Signature Date
Ann Baldrige
Executive Director
Resource Conservation District of Greater San Diego County



Resource Conservation District of Greater San Diego County
11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 ✨ Fax: (619) 562-4799

Website: www.rcdsandiego.org

Date: August 23, 2024

Agenda Item 4-6: CARCD Annual Conference Sponsorship

Discussion / History:

The California Association of Resource Conservation Districts holds an annual conference that receives support from sponsors. For the last two years, the conference has had record attendance (over 300 people per day) and has sold out both years. The conference brings together RCDs, federal and state agencies, non-profits, private industry, and farming, forestry, and conservation community members to share knowledge, build partnerships, and address urgent natural resource challenges.

This year the conference will convene at the DoubleTree Inn in Sacramento from December 10th through the 12th. It will include an exciting agenda with plenaries, interactive breakout sessions, and keynotes with leaders in California conservation, as well as networking time to allow for more interaction among attendees and opportunities to connect.

RCDGSDC has supported the conference with a sponsorship for the past several years. Last year we sponsored the event at the amount of \$2,500. If the Board agrees, staff proposes to sponsor at the same rate this year. A sponsorship packet is included in this agenda packet.

Financial Impact: Proposed sponsorship of \$2,500.

Staff Recommendation to Board: Staff recommends that the Board agrees to sponsor the CARCD annual conference.

California Association of Resource Conservation Districts

79th Annual Conference Sponsorship

Transforming Challenges into
Opportunities

December 10th – 12th, 2024

DoubleTree Inn - Sacramento, CA



CALIFORNIA ASSOCIATION OF
RESOURCE
CONSERVATION DISTRICTS

Resource Conservation Districts



Whether dealing with crises or planning for a sustainable future, California's Resource Conservation Districts (RCDs) are committed to making conservation happen and work with their communities on a voluntary basis to care for land, water, soil, forests, and wildlife. With boots on the ground, they maintain deep connections to local stakeholders – farmers, ranchers, parks, schools, local non-profits, community gardens, homeowners, businesses, and more. California's 97 RCDs are trusted, publicly accountable local entities.

The California Association of Resource Conservation Districts (CARCD) is the non-profit membership organization dedicated to serving as their advocate, technical resource, partner, and funder. Our conference is key to our ability to serve RCDs and help them get their important work done.



CARCD's Annual Conference

For over 50 years, CARCD has been bringing together RCDs, representatives from federal and state agencies, non-profits, private industry, farming, forestry, and conservation community members to share knowledge, build partnerships, and address urgent natural resource challenges.



The conference connects people from across the "Conservation Sector" - all of whom share a passion for conserving our land, water, forests, and wildlife – including but not limited to:

- RCD leadership and staff
- Policy Makers
- Agency Leadership and staff
- Farmers and ranchers
- Foresters
- Environmental Scientists
- Hydrologists
- Biologists
- Conservationists
- Suppliers of services & equipment
- Non-profits

Attendance has been growing each year – selling out the last two years in a row - with over 300 enthusiastic participants present each day. The atmosphere is one of partnership, collaboration, and a "can-do" spirit. Sponsoring the conference is an excellent opportunity not only to connect with potential customers and partners, but a great way to support conservation in California.

79th Conference Preview



Attendees of last year's conference were happy with the venue and its central and easily accessible location, so we will return to the DoubleTree Inn in Sacramento again this year.

DoubleTree Inn, Sacramento, CA December 10th – 12th, 2024

December 10th (RCDs only)

- RCD Workshops and/or Tours
- RCD Meetings

December 11th and 12th

- Exhibit Space open
- Plenary and Breakout sessions
- Awards Ceremony
- Sponsor Happy Hour
- High School Speak-Off Contest



Sessions feature multidisciplinary, community-driven solutions on topics including:

- Collaboration and multi-stakeholder engagement
- Justice, Equity, Diversity, and Inclusion in conservation
- Fire Prevention
- Forest Health
- Post-Fire Restoration
- Building Partnerships with Tribal Communities
- Soil Health
- Water Conservation (Groundwater, Irrigation, etc.)
- Watershed Health
- Monarch and Pollinator Conservation
- Wildlife Habitat and Conservation
- Organizational Management and Development
- ...and More



Sponsor Exhibits are located in the main ballroom where plenary sessions, all meals, and the Sponsor Happy Hour take place. This means lots of visibility and many opportunities to interact with attendees.



Sponsorship Details

Sponsors play a critical role in the success of the Annual CARCD Conference and are acknowledged in many ways before, during, and after the event. Become a sponsor today and enjoy the numerous benefits of sharing your organization's knowledge, services, and resources to hundreds of conservation and resource management professionals from throughout the state.

Please take a moment to review the range of conference sponsorship opportunities. If you don't see an option that is right for your organization, we can work with you to develop a customized package to meet your needs. We look forward to partnering with you!



Interact and build relationships with attendees

Sponsors at the Exhibitor level and above will have permanent tables in a prime location in the hotel meeting space where the Plenary sessions, all meals, and the Sponsor Happy Hour take place. In addition, lunch is provided at no cost for up to two people working the exhibitor table whether they have registered or not. (Registrations include meals.) Sponsors at the Benefactor Level and above also have free registrations, providing added opportunities to interact with attendees during conference sessions and meals.

Sponsor Happy Hour on first night of conference

The Sponsor Happy Hour is a 90-minute networking event aimed at getting attendees and sponsors together. The bar is open and appetizers are served, and attendees are encouraged to visit sponsors throughout the event. We always see lots of traffic at exhibitor tables, but to encourage even more, attendees who visit a certain number of sponsors are entered into a raffle for a free registration at next year's conference.

Sponsor a track, session, or opening session/plenaries

Sponsors looking for a more **targeted audience** can sponsor different parts of the conference:

- Opening Session/Plenary and Day 2 Plenary
- Track – multiple sessions focused on the area of most interest to you
- Session – 60-to-90-minute sessions on specific topics within a track

Showcase your work and network with attendees virtually

A customizable, interactive sponsor profile within the conference platform will give you the opportunity to connect with attendees all over California.

- Highlight your brand with text, images, and videos in the virtual platform
- Schedule one-on-one appointments with attendees
- Host your organization's handouts
- Collect contact information

Get recognition before, during, and after the conference

- Verbal "thank you" to sponsors at the beginning of plenaries and sessions and throughout the event
- Sponsor logos will appear on email announcements, CARCD website, social media, printed agenda, and on-site signage and plenary & breakout opening slides

For more information contact
nancy-wahlscheurich@carcd.org | 831- 287-5363

Sponsorship Benefits



CALIFORNIA ASSOCIATION OF
RESOURCE
CONSERVATION DISTRICTS

	Champion \$10,000	Partner \$7,500	Collaborator \$5,000	Exhibitor \$3,500	Benefactor \$2,500	Supporter \$1,000	Patron \$500
SESSION RECOGNITION							
Sponsor Plenary Sessions	✓						
Sponsor entire subject track of your choice	✓	✓	✓				
Sponsor single 60 to 90-minute session of your choice	✓	✓	✓	✓	✓		
BENEFITS AT THE EVENT							
Conference registrations	4	3	2	1	1		
Recognition by ED and/or President	✓	✓					
Sponsor Happy Hour (1.5-hour event) – Table tents, signage	✓	✓	✓				
Lunch for up to 2 people working at the exhibitor table. No registration is required. (December 11 th and 12 th)	✓	✓	✓	✓			
Customizable, interactive sponsor profile within mobile app	✓	✓	✓	✓	✓	✓	
Lead retrieval at exhibitor table through mobile app	✓	✓	✓	✓			
YOUR LOGO FEATURED							
“Thank you” table tents at opening session	Extra-large logo						
Signage in the registration area and breakout rooms	Extra-large logo	Large logo	Medium logo	Medium logo	Small logo	Listed name	Listed name
Mobile app (benefits build from right to left)	Rotating Banner + Home Page + Web App + Agenda + Registration Page	Rotating Banner + Home Page + Web App + Agenda	Rotating Banner + Home Page + Web App	Rotating Banner + Home Page	Rotating Banner	Listed name	Listed name
Screen display at Plenary and Breakout Sessions	Extra-large logo	Large logo	Medium logo	Medium logo	Small logo	Listed name	Listed name
ONLINE RECOGNITION							
CARCD social media	✓	✓	✓	✓	✓		
CARCD website	Extra-large logo	Large logo	Medium logo	Medium logo	Small logo	Listed name	Listed name
CARCD email outreach	Extra-large logo	Large logo	Medium logo	Medium logo	Small logo	Listed name	Listed name
POST-CONFERENCE							
Attendee List	✓	✓	✓	✓			
Included on Partner section of CARCD website	✓	✓	✓	✓	✓	✓	✓

Sponsors at any level also have the benefit of knowing they are supporting the work of RCDs across the state to protect our natural resources and address climate change. And of course, they receive the sincere gratitude of the entire CARCD staff, our board, and our members!

CARCD is a 501(c)3 non-profit organization. Sponsorships and contributions are fully or partially tax deductible depending on benefits received. (Please consult your tax accountant for guidance.)

Join Us!

We believe that *voluntary, locally-led conservation* is the key to ensuring thriving landscapes and adaptable communities for all Californians. If you feel the same, please join us today by becoming a sponsor of the 79th Annual CARCD Conference. This is an exciting opportunity to gain recognition for the work that you do, network with like-minded professionals, and promote the visibility of your organization or business. We look forward to sharing your story with our network!



If you are ready to amplify your impact in California's conservation community, **SPONSOR** CARCD's 79th Annual Conference today!

Please reach out to:
Nancy Wahl-Scheurich
nancy-wahlscheurich@carcd.org
(831) 287-5363

We also accept in-kind donations and are happy to customize a sponsorship package to help fit your needs.

Thanks to last year's sponsors for their support and for making our 2023 conference a success!

CHAMPION (\$10,000)



PARTNER (\$7,500)



EXHIBITOR (\$3,500)



BENEFACTOR (\$2,500)



SUPPORTER (\$1,000)

Almond Board of California, Best Best & Krieger, CalCC, Cal-IPC, Community Alliance with Family Famers, Delta Conservancy, Green Diamond Resource Company, WRA Environmental

PATRON (\$500)

American Farmland Trust, Audubon, Carbon Cycle Institute, National Association of Conservation Districts, Remy Moose Manley LLP