

## **Minutes of the Calaveras Resource Conservation District (RCD)**

Board Meeting

March 5, 2020

Board of Supervisors Chambers

891 Mountain Ranch Road, San Andreas, CA

**Call to Order:** The meeting was called to order by S. Beckman-President @ 6:05 pm

Board Members & Staff Present: S. Beckman-President; R. Dean-Secty/Treas; K. Hafley; M. Robie; F. Schabram; B. Dubois-Assoc. Dir.; G. Long-Executive Director; Dana Simpson-Staff Accountant; Mary Cole-Admin

Board Members & Staff Absent: N. Valente-VP;

Others Present: Terry Stone (Central Fire); Bobette Parsons (NRCS); Jan Bray (CalAm); Kevin Bohall (CalFire); Amanda Watson (Amador RCD); Sharon Nance (NRCS)

**Pledge of Allegiance** – Led by S. Beckman

**Public Comment:** Jan Bray of CalAM reported on two projects they are working on – Stephens Grant and Bummerville BLM projects. Terry Stone reported the AmeriCorps team is still working on firewood project in the Butte Fire scar; they now can pick up logs and move to their processing site.

**Business:** Brady Dubois was introduced as our new board member. He was welcomed to applause.

**Partners:** Bobette Parsons reviewed her report. Sharon Nance the NRCS Fresno Office, Assistant State Conservationist for Field Operations introduced herself. She had spent the day visiting NRCS funded projects and says we are doing great work for our customers. CalFire Battalion Chief Bohall reported on proposed fuel treatment projects and provided maps. They will host a bulldozer academy which will complete some of the proposed treatments.

### **Consent Agenda Items:**

1. Approval of 2/6/20 Minutes. Board Action – **B. Dean made motion to approve, F. Schabram second. On a 6-0-1 vote, minutes were approved.**
2. Approval of Feb 2020 Finance Reports – **B. Dean made motion to approve, F. Schabram second. On a 6-0-1 vote, reports were approved.**

### **Old Business:**

1. Common Ground Lease – K. Hafley is satisfied by the supplied financial report. He would like to readdress this in November 2020 before re-signing a new lease. Suggested to have Ms. Thompson, Common Grounds Executive Director attend the October 2020 meeting to answer any questions the board may have. The Facilities Committee will communicate with her.
2. Mill Woods Update –G. Long reported the contractor has finished the required work. CalFire toured the project and was very pleased with the work. Ms. Simpson reviewed the financial status. CCRCD has expended approximately \$23,000 of additional District funds on this project for work that was not covered by the CalFire grant. The board chose not to pursue extending the Mill Woods project per G. Long's suggestion. CalFire gave us the approval that the complete 30 acres has been treated appropriately. After discussion it was decided to close out the project as the requirements of the original scope of work have been met.
3. Facilities Committee Update – No report.
4. Carbon Hub/Carbon Farming partnership – Amanda Watson reported she met with Amador, Calaveras, and Tuolumne Partnership of RCDs (ACT) and they submitted a proposal for funding to

develop a plan that would organize a regional Carbon Farming Hub. The Hub when developed would outreach to landowners to help identify and fund carbon farming practices. Proposal asks for \$500,000 for two positions over three years. The proposal has been turned into Carbon Cycle Institute. Soil health is topic of conversations with ranchers.

5. Update on ACT Pollinator Project – G. Long reported he is working to get protocols established. The first is a Technical Assistance grant for \$20,000. Then will work on an implementation grant for some pilot programs.
6. RCPP Updates – G. Long reported this was the original program after starting ACT. He is currently writing seven projects. It was originally just for small landowners with dead trees. Now we can offer help to large landowners.
7. Grant Status – G. Long reported that we will hear about two CalFire fire prevention grants in about two more weeks. A previous grant to complete CEQA on Forest Meadows to Murphys project that was submitted to the Sierra Nevada Conservancy was not selected.
8. West County Committee – F. Schabram reported the Ag Dept has started their roadside spraying. M. Robie had the Cattleman’s Assn send out an email notifying their membership of the offer to spray.

**New Business:**

1. MOA between CCRCD and NRCS – Ms. Parsons noted this is a legal document but with no financial obligations. She explains how we all work together, making it uniform across the state. No negative impact. It reinforces the relationship between the parties. **B. Dean made a motion to approve resolution 2020-02. Second by F. Schabram. Approved 6-0-1 vote.**

**Board Member announcements** – No Reports.

**Staff announcements** – G. Long, E.D. reported that Fire Safe Council grants are getting more competitive. He will be attending an RCD management training through the CARCD.

**REMINDER: Form 700s are due from all board members.**

**Adjournment of meeting.** Meeting adjourned @ 7:40 pm.

Next meeting scheduled for **Thursday, April 2, 2020** in the CCRCD Building.

Attest:  
President, Sid Beckman \_\_\_\_\_

Date \_\_\_\_\_

Secretary, Bob Dean \_\_\_\_\_

Date \_\_\_\_\_

**CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS**  
**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT ("Agreement") is made as of April 3, 2020, ("Effective Date") by and between the California Association of Resource Conservation Districts ("CARCD"), a 501(c)(3) non-profit corporation whose mailing address is 801 K St., 14th Floor, Sacramento, CA 95814, and AMADOR RESOURCE CONSERVATION DISTRICT ("ARCD"), a special district of the State of California whose mailing address is 12200 B Airport Road, Jackson, CA 95642, wherein ARCD agrees to provide and CARCD agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Designated Representative. Karen Buhr, Executive Director of CARCD (telephone number 916-457-7904) is the authorized and designated representative of CARCD and will administer this Agreement for and on behalf of CARCD. Steve Cannon, Board President of ARCD (telephone number 916-562-0204) is the authorized and designated representative for ARCD for all purposes related to administration of this Agreement. Changes in designated representatives shall be made solely by advance written notice to the other party.

2. Notices. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To CARCD: Karen Buhr  
Executive Director  
California Association of Resource Conservation Districts  
801 K St, 14<sup>th</sup> Floor  
Sacramento, CA 95814  
Email: karen-buhr@carcd.org

To ARCD:  
Steve Cannon  
Board President  
Amador Resource Conservation District  
12200 B Airport Road, Jackson, CA 95642  
Email: quayle@volcano.net

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. Notices and consents under this Agreement may be sent via email with evidence of delivery receipt, with a confirmation copy sent to the party on the same day via U.S. Mail.

3. Scope of Services. ARCD agrees to provide services to CARCD in accordance with Exhibit A (Scope of Work) attached hereto and made a part hereof by this reference.

4, Term. ARCD shall commence performance on April 3, 2020, or by date of contract signature and shall end performance upon completion, but in no case shall completion occur later than April 1, 2023, unless otherwise directed by CARCD or unless this Agreement is earlier terminated pursuant to the provisions contained herein.

5. Compensation. ARCD shall be paid for performance under this Agreement in accordance with Scope of Work attached hereto and made a part hereof by

this reference (the “Work”). ARCD shall perform the Work and complete the deliverables outlined in the **Scope of Work for an amount not to exceed a total of \$156,181**. Upon completion of deliverables and final reporting stipulated in the Scope of Work, ARCD will invoice for all work completed within the scope of the contract not more than once per month. Billing shall be by invoice, which shall include the contract number assigned by CARCD, and which shall be delivered to the address for CARCD shown in Section 2, above or via email to emily-sutherland@carcd.org. Any funds remaining at the expiration of this contract will roll over to the next funding distribution given demonstrated efforts towards achieving project goals and deliverables outlined in the scope of work (Exhibit A).

6. Independent Contractor. ARCD shall perform all services under this Agreement as an independent contractor and is not and shall not be an employee of CARCD. ARCD understands and acknowledges that it shall not be entitled to any benefits of a CARCD employee, including but not limited to vacation, sick leave, insurance, retirement, workers' compensation, or protection of tenure. ARCD shall maintain workers compensation and liability insurance coverage of no less than \$1 Million throughout the term of this Agreement.

7. Standard of Performance. ARCD represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, ARCD shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which ARCD is engaged. All products of whatsoever nature that ARCD delivers to CARCD pursuant to this Agreement shall be prepared in a first class and workmanlike

manner and shall conform to the standards of quality normally observed by a person practicing in the California conservation planning profession. ARCD shall correct or revise any errors or omissions, at CARCD's request without additional compensation. Permits and/or licenses shall be obtained and maintained by ARCD throughout the term of this Agreement at no additional cost to CARCD.

8. Taxes. CARCD shall not be responsible for paying any taxes on ARCD'S behalf, and should CARCD be required to do so by state, federal, or local taxing agencies, ARCD agrees to promptly pay all taxes when due. In the event that ARCD fails to pay when due all taxes for which it is legally responsible and CARCD must do so, ARCD shall reimburse CARCD for the full value of such paid taxes, plus interest and penalty, if any. By entering into this Agreement, ARCD attests that ARCD does not have 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 agreement with the authority responsible for collecting the tax liability.

9. Conflict of Interest. ARCD covenants that ARCD presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement. ARCD further covenants that in its performance of its obligations under this Agreement, no person having any such interest shall be employed by ARCD.

10. Responsibilities of CARCD. CARCD shall provide all information reasonably necessary for ARCD to perform the services required herein.

11. Records, Audit, and Review. ARCD shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of the profession and shall maintain such records for at least five (5) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. CARCD shall have the right to audit and review all such documents and records during ARCD's regular business hours, with at least one week's notice. ARCD shall cooperate with the CARCD in responding to any public information requests under the California Open Records Act or the Federal Freedom of Information Act.

12. Indemnification and Insurance. ARCD hereby agrees to defend, indemnify and hold harmless CARCD and to procure and maintain the insurance coverage described in this Agreement.

14. Representation by Steve Cannon. By entering into this Agreement, Steve Cannon attests and represents that neither ARCD nor any principal, officer, agent, employee, representative, or owner of ARCD has been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of this Agreement.

15. Nonexclusive Agreement. ARCD understands and agrees that this is not an exclusive Agreement and that CARCD shall have the right to negotiate with and enter into contracts with other providing the same or similar services as those provided by ARCD at CARCD's sole discretion.

16. Assignment. ARCD shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the CARCD.

Any attempts to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement.

17. Termination.

A. By CARCD. The CARCD may, by written notice to ARCD terminate this Agreement in whole or in part at any time, whether for CARCD's convenience or because of a failure of ARCD to fulfill the obligations herein. Upon receipt of notice, ARCD shall immediately discontinue all services (unless the notice directs otherwise) and deliver to CARCD all data, estimates, graphs, summaries, reports, and all other records, documents, or papers as may have been accumulated or produced by ARCD in performing this Agreement, whether complete or in process. The continuation of the contract is pursuant to the continuation of the RCPP. Any changes to the NRCS-CARCD contract or the RCPP funding will be noticed to the signed parties within 48 hours. CARCD is not responsible for reimbursement of work conducted after such an announcement is made.

(1) For convenience. The CARCD may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, ARCD shall promptly cease work and notify the CARCD as to the status of its performance. Notwithstanding any other payment provision of this Agreement, the CARCD shall pay ARCD for service satisfactorily performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall ARCD be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. ARCD shall

furnish to the CARCD such financial information as in the judgment of CARCD is necessary to determine the reasonable value of the services rendered by ARCD. In the event of a dispute as to the reasonable value of the services rendered by ARCD, the parties shall make reasonable good faith efforts to resolve the dispute. If these efforts fail, the dispute shall be submitted to binding arbitration pursuant to the arbitration provision set forth below. The foregoing is cumulative and shall not affect any right or remedy which the CARCD may have in law or equity.

(2) For cause. Should ARCD default in the performance of this Agreement or materially breach any of its provisions, the CARCD may, at its sole discretion, terminate this Agreement by written notice, which shall be effective upon receipt by ARCD.

B. By ARCD. Should the CARCD fail to pay ARCD all or any part of the payment set forth in in this Agreement, ARCD may, at its sole option, terminate this Agreement if such failure is not remedied by the CARCD within thirty (30) days of written notice to the CARCD of such late payment.

18. Arbitration. Any arbitration requested by either party to resolve a dispute under this Agreement shall be conducted by a single arbitrator (“Arbitrator”). Selection of the Arbitrator shall be by mutual agreement of the parties to the dispute, or by a Superior Court judge with jurisdiction over the dispute if the parties cannot agree to an Arbitrator within thirty (30) days of any party’s written submittal of the Arbitrator’s name and qualifications to the other parties to the dispute, and arbitration of the dispute shall be conducted pursuant to Code of Civil Procedure sections 1280 et seq., or their successor statutes. The Arbitrator shall be a lawyer in good standing with the California

Bar Association, licensed to practice law in California. The California Code of Civil Procedure and the California Evidence Code shall apply to all arbitration proceedings. The venue for arbitration shall be Sacramento, California. The Arbitrator is authorized to permit reasonable discovery, including but not limited to depositions, document request, interrogatories and requests for admission. The Arbitrator shall be authorized to hear and decide motions for summary judgment, motions in limine, and other similar procedural motions. Prior to the arbitration hearing, the parties shall exchange witness lists and shall be entitled to make pre-hearing motions and to depose expert witnesses. The Arbitrator shall be authorized to award compensatory damages, declaratory relief, specific performance, or injunctive relief. The Arbitrator shall not have the authority to commit errors of law or fact or of legal reasoning. Any judicial review of the arbitration decision shall be governed by the California Code of Civil Procedure except that the parties expressly grant the court the authority to correct errors of law and fact and of legal reasoning to modify the Arbitrator's award to avoid errors law or fact or of legal reasoning. The Arbitrator shall provide a statement of decision, stating the facts and law upon which the Arbitrator based the decision, upon the request of either party prior to or at the conclusion of the hearing. Any decision of the Arbitrator shall be final and binding on the parties. The prevailing party, provided that there is a prevailing party as determined by the Arbitrator, shall be entitled to an award of that party's attorney's fees and legal costs incurred in the arbitration. The Arbitrator's fees and costs shall be borne by the non-prevailing party or, if the Arbitrator is unable to determine a prevailing party, shall be shared equally by all parties to the arbitration.

19. Section Headings. The headings used in this Agreement shall be for convenience only and shall not affect the meaning, construction, or interpretation of the contents of the individual sections.

20. Severability. If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the CARCD is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

22. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.

23. No Waiver of Default. No delay or omission of the CARCD to exercise any right or power upon the occurrence of any event or default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this Agreement to the CARCD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the CARCD.

24. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement and the accompanying exhibits contain the entire

understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature whatsoever, hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

25. Successors and Assigns. All representations, covenants, and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. Compliance with Law. ARCD shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of ARCD in any action or proceeding against CARCD, whether the CARCD is a party thereto or not, that CARCD has violated any such ordinance or statute, shall be conclusive of that fact as between CARCD and the CARCD.

27. California Law. This Agreement shall be governed by the laws of the State of California. Any arbitration, litigation, or other legal proceeding regarding this Agreement or its contents shall be filed and maintained in the County of Sacramento, if in

state court, the court nearest to Sacramento County, if in federal court, the U.S. Court of California Central Division.

28. Execution in Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

29. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entities, persons, or firms, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully met. Furthermore, by entering into this Agreement, ARCD hereby warrants that is shall not have breached the terms or conditions of any other contract or agreement to which ARCD is obligated, which breach would have a material effect hereon.

30. Precedence. In the event of a conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date.

By: \_\_\_\_\_  
Karen Buhr, Executive Director,  
CARCD

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

By: \_\_\_\_\_  
Steve Cannon, Board President,  
ARCD

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

**Grant Agreement Scope of Work  
between the  
California Association of Resource Conservation Districts  
and the  
Amador Resource Conservation District**

## **I. Purpose**

The purpose of this agreement is to provide technical assistance to private non-industrial forest landowners. ARCD and their partners will conduct technical assistance in the form of site visits, creation of forest management plans, tree mortality templates, and promote participation in the NRCS EQIP funding through the RCPP program. Technical assistance will be provided in coordination with on-going forest health efforts in the district.

The CARCD and ARCD hereby agree as follows:

## **II. Responsibilities of the Parties**

CARCD will: Provide funding to support the work described in the attached proposal. The cost to CARCD will not exceed **\$156,181.**

ARCD will:

1. Provide staff and equipment to meet the deliverables as set forth in this agreement
2. Coordinate with the local NRCS office towards project deliverables
3. Provide all invoices and reports in a timely fashion
4. Adhere to the use of funds as stipulated in the RCPP Program Implementation Handbook
5. Conduct this work in a professional manner in line with industry standards.
6. Enter into a partnership agreement with Calaveras County RCD and Tuolumne RCD to perform work under the RCPP in all three districts.

## **III. Scope of Work and Budget**

ARCD will:

1. Solicit for and recruit a Registered Professional Forester or other qualified forestry professional to work for ARCD, either on a staff or contract basis
2. Provide technical assistance to non-industrial private forest landowners with dead and dying trees on their land.

- a. Technical assistance may include:
    - i. Performing initial site visits
    - ii. Conducting resource inventories and evaluations
    - iii. Developing alternatives and assist in plan development and implementation
    - iv. Developing conservation plans for forest landowner and operators
    - v. Providing contract implementation oversight and monitoring in coordination with NRCS
3. Provide support to NRCS staff when possible.
  - a. NRCS assistance may include:
    - i. Entering forest management plans/Tree Mortality Templates into Protracts
    - ii. Screening applicants
    - iii. Offering office based technical assistance to landowners
4. Coordinate with NRCS District Conservationist, local Tree Mortality Task Forces and CAL FIRE units, to align outreach efforts and treatment options.
5. Maintain a Memorandum of Understanding with Calaveras County RCD and Tuolumne RCD in accordance with the administration of the contracted funding that is intended to serve all three districts.
6. ARCD will develop a minimum of 15 (15) conservation plans (Tree Mortality Templates or Forest Management Plans) per year over the course of the contract (2020-2023) with deliberate steps towards achieving that goal made each year. This number reflects the commitments of all three RCDs signing on to the partnership agreement. This contract covers 3 years for a deliverable of 45 plans.
7. Invoices will be submitted at a maximum of once a month, or at a minimum of quarterly.
  - a. All invoices must have funding tied to a technical assistance activity as provided in Appendix B: Technical Assistance Checklist.

## IV. Timeline

This agreement is valid from the April 3, 2020 upon signature by both parties and expires April 1, 2023. Time is of the essence and the contract is expected to be completed as soon as possible within professional limits and with all due diligence.

## V. Monitoring and Reporting

The ARCD will be responsible for monitoring project deliverables and providing quarterly and a final report for all grant activities. These will include:

1. A quarterly report including:
  - a. Total funds expended to date.
  - b. Quarterly report metrics worksheet
  - c. Progress toward completion of the task(s). Note if there are problems and/or delays.
  - d. Next Quarterly Projections:
    - i. Describe planned activities for the next quarter.
2. A Final Report including:
  - a. All of the above with the exception of next quarterly activities.
  - b. Main indicators of success to achieve goals/objectives of this project.
  - c. Description of each cooperator/sub-contractor
    - i. Details of each cooperator's performance and impacts on the outcome of this projects.
  - d. Partnerships formed through the project implementation
3. Audit document requirements:
  - a. Personnel
    - i. List of all contractors and staff that worked on this program.
    - ii. Payroll records including timesheets for contractor staff who provided services charge to the program.
  - b. For match: Receipts and expenditure tracking.
  - c. Contracts
    - i. All subcontractor and consultant contracts and related or partner documents, if applicable.
  - d. Invoices
    - i. Invoices from vendors and subcontractors for expenditures submitted.
    - ii. Documentation linking subcontractor invoices to reimbursement and requests related to funding and budget line items.
  - e. All supporting documentation maintained in the project files.
  - f. All funding agreement related correspondence.

## VI. Funding Match Guidelines

The ARCD will be responsible for providing \$163,981.59 in match funding for education and outreach, which consists of non-federal funds, including in-kind services for the first year of the contract. In-kind services are defined as work performed (i.e., dollar value of non-cash contribution by the funding recipient directly related to the execution of the funded project. Examples include volunteer services, equipment use, use of facilities. The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provide by the funding recipient. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the funding recipient for its own employees. Such documentation should include the following:
  - a. Detailed description of the contributed item(s) or service(s).
  - b. Purpose for which the contribution was made (tied to the work plan).
  - c. Name of the contributing organization and date of contribution
  - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined (e.g., actual, appraisal, fair market value, etc.)? Justification of rate (see item #2 below).
  - e. Person's name and the function of the contributing person.
  - f. Number of hours contributed.
  - g. If multiple sources exist, these should be summarized on a table with summed charges.
  - h. Source of contribution if it was provided by, obtained with, or supported by government funds.
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the funding recipient's organization. Paid fringe benefits that are allowable and allocable may be included in the valuation.
3. Funding match contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the funding agreement. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project.
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in an accounting system.



April 27, 2020

Calaveras Resource Conservation District  
Gordon Long  
P.O. Box 1041  
San Andreas, CA 95249

**We would like to partner with you  
in keeping our communities safe by  
providing funding for fuel  
reduction projects.**

Dear Calaveras Resource Conservation District,

At Pacific Gas and Electric Company (PG&E), our most important responsibility is the safety of our customers and the communities we serve. As part of our commitment to public safety, PG&E is working hard to reduce the risk of wildfires during the ongoing drought and tree mortality emergency. **We would like to partner with Calaveras Resource Conservation District by providing funding for fuel reduction projects in 2020** and prefer that your organization work with us as a single point of contact in your community.

### **What PG&E is doing**

We are continuing to respond to the growing wildfire threat in a number of ways, including funding local fuel reduction projects throughout our service area. **From 2014-2019, we provided local Fire Safe Councils and other 501(c)(3) organizations with more than \$15 million in project funding.** In addition to this project, PG&E is working on public education and planning to partner with CALFIRE on public education and wildfire awareness.

### **Project guidelines**

Our focus is to protect communities from wildfires by providing funding for pruning and removing brush and trees that could pose a safety concern. As you evaluate projects in your area, please follow these general guidelines:

- Fuel reduction work should be 75% completed by September 30, 2020 and 100% completed by November 30, 2020.
- Project should be less than \$100k in scope. If scope is over \$100k, provide justification (i.e. project scope summary) for further consideration.
- Project costs can include administration fees and equipment rental, if necessary. We will consider equipment purchases on a case by case basis, no guarantees.
- Environmental and all other regulatory compliance is the FSC's/501(c)(3) responsibility.
- Funding will be half upfront and the remaining half once the project is completed.
- Fuel reduction work should be within 1,000 feet of a PG&E electric asset, like overhead electric wires.

We encourage you to collaborate with like-minded groups as is appropriate and practical to maximize the benefits for your community. Please note that multiple projects rather than one large project are acceptable.

### **Project deadline**



**ELECTRICAL SAFETY TIP**

**Avoid accidents. Mind your power lines.**

Learn tips and tools to stay safe. Visit [pge.com/mindthelines](http://pge.com/mindthelines)

Please submit your 2020 project proposals, including rough costs, to [VegMgtCEMAFuelReduction@pge.com](mailto:VegMgtCEMAFuelReduction@pge.com) using the attached Excel template by end of business, **May 11, 2020**. If your project is approved, you will receive notification and request for formal project scope and timeline.

**Your contact if you have questions**

Please contact [VegMgtCEMAFuelReduction@pge.com](mailto:VegMgtCEMAFuelReduction@pge.com) if you have questions. Thank you for your help as we enhance the safety and reliability of our electric system. We look forward to working with you to help keep your communities safe.

Sincerely,

Vegetation Management Operations  
Pacific Gas and Electric Company

CCC-0317-7978  
Fire Safety Council



ELECTRICAL SAFETY TIP

**Avoid accidents. Mind your power lines.**

Learn tips and tools to stay safe. Visit [pge.com/mindthelines](http://pge.com/mindthelines)

Project Name/#	PGE Division	Fire Safe Council Will Also Be The Fiscal Sponser (Y/N)	County	City/Town Project is Located in	Project Description	Project Type select one (Shaded Fuel Break, Fuel Break/Reduction, Chipper Program, Ingress/Egress Access Roads)	Estimated Project Budget Cost	Firesafe Contact Name	Firesafe Contact Phone Number and Email
							\$0.00		

**RESOLUTION OF THE (TITLE OF GOVERNING BODY/CITY  
COUNCIL/BOARD OF SUPERVISOR/BOARD OF DIRECTORS) OF  
(CITY/COUNTY/DISTRICT), STATE OF CALIFORNIA**

**Resolution Number:** \_\_\_\_\_

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California **Climate Investment**, which provides funds to the State of California and its political subdivisions for **fire prevention programs**; and

WHEREAS, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program, and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out **(PROJECT TITLE)** project;

NOW, THEREFORE, BE IT RESOLVED that the **(GOVERNING BODY)**:

1. Approved the filing of an application for **"California Climate Investment Fire Prevention Grant Program"**; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of **(GOVERNING BODY)** are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to **(GRANT DEADLINE)**.
5. Appoints **(POSITION TITLE)** or a designee, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing resolution was approved and adopted the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the following vote:

AYES:

NOES:

ABSENTS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**---CERTIFICATION OF RESOLUTION---**

Please note the person attesting cannot be the person(s) appointed in (5.)

**ATTEST:**

I \_\_\_\_\_, **(POSITION TITLE)** of the **(GOVERNING BODY)**, witness my hand or the seal of the **(GORVERNING BODY)** on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

OFFICAL SEAL OR  
NOTARY CERTIFICATION  
(If Applicable)



# COUNTY OF CALAVERAS

REBECCA TURNER  
Registrar of Voters

## REGISTRAR OF VOTERS

891 Mountain Ranch Road  
San Andreas, CA 95249  
Phone: (209)754-6376  
Fax: (209)754-6733  
Electionsweb@co.calaveras.ca.us

DATE: May 5, 2020  
TO: District Secretary: Calaveras County Resource Conservation District  
FROM: Kelsea Stefanick, Clerk Recorder II  
RE: November 3, 2020 Presidential General Election

Per Public Resource Code 9314, as an alternative to going to election for your Board of Directors you can have them appointed by the County Board of Supervisors.

If you want to have your Directors appointed by the County Board of Supervisors you would need to supply both the Board of Supervisors and the County Elections Official with the following:

A resolution adopted by your Board requesting that the County Board of Supervisors appoint your Directors. **The resolution must list the names of each Director that voted.**

The resolution must be submitted to our office and the Board of Supervisors by **July 1<sup>st</sup>, 2020**. This deadline has been established to ensure our office has sufficient time to perform all necessary functions prior to Election Day.

If you would like to have your Directors elected by election, please forward the following documentation to the Elections Office prior to **June 5, 2020**. This deadline will not be extended and has been established to ensure our office has sufficient time to perform all necessary functions for this election:

Candidate filing period this year is from **July 13<sup>th</sup> through August 7<sup>th</sup>** (will extend five days for everyone other than incumbents if incumbents fail to file for re-election).

- Completed Notice of General District Election – must contain the district’s list of elective officers/positions to be filled for the upcoming election, –whether or not the district will pay for printing candidate’s statements in the Voter Information Pamphlet, and whether or not there have been any boundary changes to your district.
- A resolution adopted by your Board requesting consolidation of the district’s election (sample enclosed). **Resolution must list each Director that voted. (Please seek legal advice on how to conduct meetings to align with the Governor’s Executive order addressing COVID-19 issued on March 18, 2020.)**
- Certified copy of the district’s map showing current boundaries *if* changed: Elections Code §10522 requires that at least 125 days before the election a current map and boundary description be delivered to the Registrar of Voters.
- A complete listing of current office holders in your district with term expiration dates and contact information including a main district contact and e-mail address if available.

Pursuant to EC 10004 if any special district fails to call or take any other necessary steps to holding a regular election the Board of Supervisors may call a special election for the selection of the governing board members.

If you have any questions, or need further assistance, please contact the Election Office at (209) 754-6376 or e-mail [kjstefanick@co.calaveras.ca.us](mailto:kjstefanick@co.calaveras.ca.us). Thank you in advance for your prompt attention to this directive.

Enclosed please find the following with reference to the November 3, 2020 Presidential General Election:

1. Notice of General District Election
2. Sample Resolution
3. List of current office holders in the district whose positions will be open for this Election. If there are discrepancies with the district's list please make changes on the list and return to me.

Calaveras County Resource Conservation District

423 East St. Charles St

San Andreas, Ca 95249

July 5, 2018

RESOLUTION NO. 2018-4

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT  
REQUESTING THE CALAVERAS COUNTY BOARD OF SUPERVISORS  
APPOINT DIRECTORS TO THE RCD GOVERNING BOARD  
IN LIEU OF ELECTION TO FILL THREE DIRECTOR POSITIONS  
WHOSE TREMS ARE EXPIRING

WHEREAS: The Calaveras County RESOURCE CONSERVATION DISTRICT is an independent Ca. Special District managed by a Board of Directors who serve specified terms of office; and

WHEREAS: three of those Directors have terms that expire at noon, November 30, 2018:and

WHEREAS: the Calaveras County Resource Conservation District, lacking the funds to pay for a public election, desires the Calaveras County Board of Supervisors to appoint in lieu of public election, as permitted by Public Resource Code section 9314, three persons to fill three positions on the District Board whose terms expire November 30, 2018;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Calaveras County Resource Conservation District as follows:

The Board hereby requests the Calaveras County Board of Supervisors to appoint, in lieu of public election as Permitted by Public Resource Code sections 9301 and 9314, three persons to serve on the District Board in the three positions whose terms expire at noon, November 30, 2018.

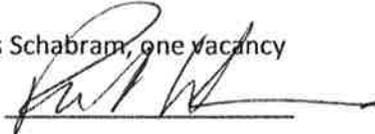
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Calaveras County Resource Conservation District at a regular meeting of the Board held on 5<sup>th</sup> day of July, 2018. By the following vote:

AYES: Thomas Sullivan, Keith Hafley, Michael Robey, Nicolas Valente, Robert Dean

NOES: None

ABSENT: Francis Schabram, one vacancy

Signed:

A handwritten signature in black ink, appearing to read 'Robert Dean', written over a horizontal line.

Robert Dean, President