

RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY

11769 Waterhill Road • Lakeside, CA 92040
Phone: 619-562-0096 • Fax: 619-562-4799
www.rcdsandiego.org • www.firesafesdcounty.org

REGULAR BOARD MEETING AGENDA

Wednesday, November 8, 2023, 12:30PM
RCD Office, 11769 Waterhill Road, Lakeside CA 92040

Link for remote participants:

<https://us02web.zoom.us/j/86310174457?pwd=eXlPV2lnczUzMFIJK0hoTGhSWmtUZz09>,
meeting ID: 863 1017 4457

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. CONSENT CALENDAR

4-1 Approval of Regular Meeting Minutes of September 18, 2023

4-2 Note and file monthly Treasurer's Reports for August 2023

4-3 Approve monthly expenses for August 2023

5. BOARD ACTION AND DISCUSSION ITEMS

5-1 Discuss/Approve: Resolution 2023-19 - CDFA Grant Agreement

5-2 Discuss/Approve: RCD Pay Scale & Compensation Policy

5-3 Discuss / Approve: Resolution 2023-20 - Declaration of a State of Emergency in the Tijuana River Valley

5-4 Discuss/Approve: Producer Membership of Foodshed Inc

5-5 Discuss/Approve: Native American Conservation Corps – Direct funding agreement with CA State Parks

5-6 Informational item: Wildlife Conservation Board Grant Agreement (related to resolution 2023-09)

6. STAFF AND OTHER REPORTS

6-1 Executive Director's Staff Report (attached)

6-2 Grant Status Spreadsheets (attached)

7. OTHER AGENCY, DIRECTOR, ASSOC DIRECTOR, COMMITTEE, AND ASSOCIATION REPORTS

7-1 CARCD Report

7-2 Director/Assoc. Director and Other Activity or Committee Reports

7-3 NRCS Report

8. CLOSED SESSION

8-1 PUBLIC EMPLOYEE EVALUATION – Government Code Section 54957

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

Title: Executive Director Evaluation – Direction Given

The above matters described on the agenda may be held in closed session in a conference with counsel under the provisions of Government Code Section stated above. If closed sessions are held, a report of actions subject to disclosure will be made by the District’s Counsel upon return to open session respectively.

9. AGENDA SETTING

10. 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		
FSC Executive & General Board Meetings	November 9, 9:00am	Lakeside Library
RCD Board Meeting & Holiday Party	December date TBD	TBD
CARCD Annual Conference	December 13 – 15, 2023	Sacramento
Wild Willow Farm Volunteering	2 nd Saturday of the month, 9:30 – 12:00	Wild Willow Farm

<u>RCD Board of Directors – October 2023</u>	
Don Butz, President	
Marilyn Huntamer, Vice President	Neil Meyer, Director
Maggie Sleeper, Director	Odette Gonzalez, Treasurer
Diane Moss, Director	Michael McGrath
<i>Associate Directors</i>	
D.K. Nasland, Jo MacKenzie, Lance Rogers	

RCD STAFF – October 2023	
Ann Baldrige, Executive Director	Heather Marlow, Director of Forestry & Fire Prevention Projects
Chris Kelley, Financial Director	Joel Kramer, Director of Agricultural Programs
Morgan Graves, Forestry & Fire Prevention Projects Coordinator	Stan Hill, Forestry & Fire Prevention Projects Manager
Sierra Reiss, Education Manager	Andy Williamson, Irrigation Technician
Rachel Lloyd, Accounting Clerk	Gregg Cady, Farm Conservation Advisor
Joanne Sauerma, Office Coordinator	Mae (Cheyanne) Piacenza, Farm Manager
Erik Rodriguez, Farm Operations Manager	Joannaluz “Joanna” Parra, Farmer
Juliann “JJ” Tidwell, Farmer	Paul Maschka, Regenerative Farming Educator
Codi Hale, Community Programs Manager	Savannah Villar, Farm Education Coordinator
Elizabeth Garcia, Ag Technician	Carolina Guia, Forestry & Fire Prevention Technical Assistant

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

Daniela Mejia, Community Garden Coordinator	Elizabeth Valdez, Garden Assistant
Kacie Wright, Environmental Educator	Joe Lewis, GrizzlyCorps Fellow
Rachel Pettit, SoCal Soil & Water Hub Coordinator (shared position)	

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MEETING MINUTES OF THE RCD BOARD OF DIRECTORS

Wednesday, October 11, 2023, 12:30 PM

McDougal, Love, Eckis, Boehmer and Foley, 8100 La Mesa Blvd, Ste 200, La Mesa 91942

Link for remote participants

<https://us02web.zoom.us/j/86310174457?pwd=eXlPV2lnczUzMFIJK0hoTGhSWmtUZz09>,

meeting ID: 863 1017 4457

DIRECTORS PRESENT:	Don Butz, Marilyn Huntamer, Neil Meyer, Diane Moss, Maggie Sleeper, Mike McGrath
DIRECTORS ABSENT:	Odette Gonzalez
VACANCIES:	None
ASSOC. DIRECTORS PRESENT:	None
ASSOC. DIRECTORS ABSENT:	DK Nasland, Lance Rogers, Jo Mackenzie
OTHERS PRESENT:	Ann Baldrige, Chris Kelley, Steve Boehmer, Joanne Sauerma, Celine Morales, Rachel Petitt

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

The Board meeting was called to order at 12:35PM

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

No additions or changes to Agenda Acknowledged (Huntamer/Meyer)

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)).

New Employee SoCal Soil & Water Hub Coordinator Rachel Petitt introduced herself to Board Members and gave intro to her past experience. Welcome aboard!

4. CONSENT CALENDAR

4-1 Approval of Regular Meeting Minutes of September 18, 2023

4-2 Note and file monthly Treasurer's Reports for August 2023

4-3 Approve monthly expenses for August 2023

Motion / second (McGrath/ Meyer) to approve consent calendar. Passed unanimously: Butz, Huntamer, Meyer, Sleeper, McGrath, Moss Absent: Gonzalez

5. BOARD ACTION AND DISCUSSION ITEMS

5-1 Discuss/Approve: California FSC Grant Agreement Resolution 2023-17 Executive Director to sign the grant agreement.

Motion/Second (Huntamer, Meyer) Resolution approved unanimously: Butz, Huntamer, Meyer, Moss, Sleeper, McGrath; Absent: Gonzalez

5-2 Discuss/Approve: CARCD/NRCS Forestry Technical Assistance Subaward Agreement Resolution 2023-18, Executive Director to sign the grant agreement.

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

Motion/Second (McGrath, Meyer) Resolution approved unanimously: Butz, Huntamer, Meyer, Moss, Sleeper, McGrath; Absent: Gonzalez

- 5-3** Discuss / Approve: Tree Removal Quotes – RCD Lakeside Facility Approval to move forward with Native Tree Care of tree removal.
Motion/Second (Huntamer, Meyer) approved unanimously: Butz, Huntamer, Meyer, Moss, Sleeper, McGrath; Absent: Gonzalez
- 5-4** Discuss / Approve: Letter in support of State of Emergency for Tijuana River Valley.
Direction to staff, Process Resolution for Declaration of State of Emergency in the Tijuana River Valley for review and approval on next agenda.
- 5-5** Informational Item: December meeting date change.
Doodle poll will help determine new December meeting date.

6. STAFF AND OTHER REPORTS

- 6-1** Executive Director's Staff Report (attached)
6-2 Grant Status Spreadsheets (attached)

7. OTHER AGENCY, DIRECTOR, ASSOC DIRECTOR, COMMITTEE, AND ASSOCIATION REPORTS

- 7-1** CARCD Report
7-2 Director/Assoc. Director and Other Activity or Committee Reports-
7-3 NRCS Report

8. CORRESPONDANCE

- 8-1** Letter from SDRMA

9. CLOSED SESSION

- 9-1** PUBLIC EMPLOYEE EVALUATION – Government Code Section 54957

Title: Executive Director Evaluation -

The above matters described on the agenda may be held in closed session in a conference with counsel under the provisions of the Government Code Section stated above. If closed sessions are held, a report of actions subject to disclosure will be made by the District's Counsel upon return to open session respectively.

Direction Given no action taken.

10. AGENDA SETTING

1. Staff to provide letter State of Emergency for Tijuana River Valley
2. Doodle pool for December BOD meeting date.

11. ADJOURNMENT

Meeting adjourned at 1:37pm

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Respectfully submitted,



Joanne Sauerman, Board Clerk

RCD of Greater San Diego County
Profit Loss Budget vs. Actual
September 2023

Ordinary Income/Expense	Jul-Sep 2023	Budget	\$ Over Budget	% of Budget
Income				
40000 - Grant Income Restricted				
40043 - CDFA CUSP Economic Relief	3,474.26	86,410.00	-82,935.74	4.02%
40043 - CDFA WETA	30,026.21	173,550.00	-143,523.79	17.3%
40044 - CDFA Planning Grant CAPGP-23-07	14,748.56	124,850.00	-110,101.44	11.81%
40045 - CDFA Climate Smart Ag TA	5,709.01	19,650.00	-13,940.99	29.05%
40046 - CDFA Farm to School Incubator	49,975.98	99,910.00	-49,934.02	50.02%
40049 - CARCD Monarchs	1,041.84	0.00	1,041.84	100.0%
40050 - CARCD WCB	7,762.44	95,070.00	-87,307.56	8.17%
40053 - DOC RFCC Round IIA	208,950.92	915,805.00	-706,854.08	22.82%
40054 - CARCD NRCS Equity Block	0.00	45,000.00	-45,000.00	0.0%
40055 - CARCD NRCS Equity	8,704.95	13,274.00	-4,569.05	65.58%
40056 - CDFA PHP	2,077.04	123,275.00	-121,197.96	1.69%
40057 - Foodshed (account reserved)	0.00	10,000.00	-10,000.00	0.0%
40058 - Carbon Cycle Institute (account reserved)	0.00	120,000.00	-120,000.00	0.0%
40060 - NRCS IERCD	4,008.90	15,000.00	-10,991.10	26.73%
40064 - NRCS Scaling Up Climate Resilience	1,957.37	75,000.00	-73,042.63	2.61%
40065 - NRCS Conservation Planning	21.48	0.00	21.48	100.0%
40070 - CEG Community Enhancement	1,162.38	9,491.00	-8,328.62	12.25%
40080 - SDRC Fuels	307,441.07	673,880.00	-366,438.93	45.62%
40090 - IRWMP Proposition 84	124,368.19	505,575.00	-381,206.81	24.6%
40115 - SD Foundation Community Food	0.00	185,000.00	-185,000.00	0.0%
40116 - WCB Wildlife Conservation Board Otay Planning	0.00	580,000.00	-580,000.00	0.0%
40120 - Port	2,475.35	16,000.00	-13,524.65	15.47%
40122 - CalFire Forest Health Grant	389,691.79	2,558,570.00	-2,168,878.21	15.23%
40123 - CalFire CARCD Increasing Pace & Scale	10,829.53	166,628.00	-155,798.47	6.5%
40124 - CalFire Forest Health Grant Round II	0.00	1,200,000.00	-1,200,000.00	0.0%
40130 - NACD Urban Agriculture Conservation	13,564.86	34,595.00	-21,030.14	39.21%
40140 - SDG&E Pollinators	0.00	2,083.00	-2,083.00	0.0%
40145 - SDG&E DSAP	0.00	20,000.00	-20,000.00	0.0%
40146 - SDG&E Fuels MOU	224,617.28	1,100,000.00	-875,382.72	20.42%
40192 - CSA Community Supported Ag	3,561.23	20,592.00	-17,030.77	17.29%
40198 - SD Foundation Community Food Grant	6,203.71	66,664.00	-60,460.29	9.31%
42005 - BLM Hermes Butterfly/Zoo (account reserved)	0.00	213,667.00	-213,667.00	0.0%
42007 - USFWS Pollinators on Working Lands	207.16	4,095.00	-3,887.84	5.06%
42020 - CAFSC DSAP	0.00	250,000.00	-250,000.00	0.0%
42022 - CalFire County Coordinator	49,820.52	175,000.00	-125,179.48	28.47%
42023 - CA FSC Fiscal Sponsorship EFHGFSC	307.29	0.00	307.29	100.0%
Total 40000 - Grant Income Restricted	1,472,709.32	9,698,634.00	-8,225,924.68	15.19%
45000 - Income Unrestricted WWF & Gardens				
45001 - Wild Willow Classes & Workshops	18,081.09	60,000.00	-41,918.91	30.14%
45002 - Wild Willow Field Trips & Tours	6,920.00	30,000.00	-23,080.00	23.07%
45003 - Wild Willow Food Sales CSA	2,936.40	54,500.00	-51,563.60	5.39%
45004 - Wild Willow Wholesale Food Sales	6,417.99	29,000.00	-22,582.01	22.13%
45005 - Wild Willow Farm Stand Sales	2,130.21	5,000.00	-2,869.79	42.6%
45006 - Wild Willow Venue Rental	348.00	7,500.00	-7,152.00	4.64%
45007 - Wild Willow Donations	0.00	10,000.00	-10,000.00	0.0%
45190 - TRV Community Garden	33,049.43	80,000.00	-46,950.57	41.31%
45191 - Sweetwater Community Garden	21,651.18	60,000.00	-38,348.82	36.09%
	91,534.30	336,000.00	-244,465.70	27.24%
45000 - Income - Unrestricted				
45010 - Rent - San Diego River Conserva	8,679.00	35,150.00	-26,471.00	24.69%
45020 - Donations, Awards & Scholarship	450.00	12,000.00	-11,550.00	3.75%
45030 - Rebates and Refunds	0.00	300.00	-300.00	0.0%
45040 - CLASS & LAIF Interest Income	24,422.52	68,000.00	-43,577.48	35.92%
45080 - US Bank Interest	4.64	50.00	-45.36	9.28%
45090 - Tax Assessments	109,500.00	410,000.00	-300,500.00	26.71%
45095 - Redevelopment Revenue City Tax	0.00	12,000.00	-12,000.00	0.0%
45100 - Miscellaneous Income	1,768.21	25,000.00	-23,231.79	7.07%
45200 - Fee for Service	800.00	1,200.00	-400.00	66.67%
45000 - Income - Unrestricted - Other	0.00	0.00	0.00	0.0%
Total 45000 - Income - Unrestricted	145,624.37	563,700.00	-418,075.63	25.83%
Total Income	1,709,867.99	10,598,334.00	-8,888,466.01	16.13%
Expense				
50000 - Grant Expenses Restricted				
50042 - CDFA CUSP Economic Relief	1,994.58	72,010.00	-70,015.42	2.77%
50043 - CDFA WETA	19,204.17	145,000.00	-125,795.83	13.24%
50044 - CDFA Planning Grant CAPGP-23-07	9,207.25	96,050.00	-86,842.75	9.59%
50045 - CDFA Climate Smart Ag TA	3,594.92	16,080.00	-12,485.08	22.36%
50046 - CDFA Farm to School Incubator	40,278.97	83,265.00	-42,986.03	48.37%
50049 - CARCD Monarchs	423.13	0.00	423.13	100.0%
50050 - CARCD WCB	5,289.28	86,525.00	-81,235.72	6.11%
50053 - DOC RFCC Round IIA	174,272.43	810,410.00	-636,137.57	21.5%
50054 - CARCD NRCS Equity Block	0.00	37,500.00	-37,500.00	0.0%
50055 - CARCD NRCS Equity	5,572.86	11,062.00	-5,489.14	50.38%
50056 - CDFA PHP	1,402.75	118,873.00	-117,470.25	1.18%
50057 - Foodshed (account reserved)	0.00	8,334.00	-8,334.00	0.0%
50058 - Carbon Cycle Institute (account reserved)	0.00	100,000.00	-100,000.00	0.0%
50060 - NRCS IERCD	2,671.41	12,500.00	-9,828.59	21.37%
50064 - NRCS Scaling Up Climate Resilience	1,304.32	66,964.00	-65,659.68	1.95%
50070 - CEG Community Enhancement Grant	748.29	7,900.00	-7,151.71	9.47%
50080 - SDRC Fuels	272,787.01	612,530.00	-339,742.99	44.53%
50090 - IRWMP Proposition 84	116,075.79	481,490.00	-365,414.21	24.11%
50115 - SD Foundation Community Food Grant	0.00	154,167.00	-154,167.00	0.0%
50116 - WCB Wildlife Conservation Board	0.00	483,333.00	-483,333.00	0.0%
50120 - Port	1,711.39	14,550.00	-12,838.61	11.76%
50122 - CalFire Forest Health	347,939.50	2,342,400.00	-1,994,460.50	14.85%
50123 - CalFire CARCD Increasing Pace & Scale	7,044.66	159,795.00	-152,750.34	4.41%
50124 - CalFire Forest Health Round II	0.00	1,000,000.00	-1,000,000.00	0.0%
50130 - NACD Urban Agriculture Conservation	11,214.09	28,826.00	-17,611.91	38.9%
50140 - SDG&E Pollinators	0.00	1,825.00	-1,825.00	0.0%
50145 - SDG&E DSAP	0.00	16,667.00	-16,667.00	0.0%
50146 - SDG&E Fuels MOU	181,581.54	910,000.00	-728,418.46	19.95%
50192 - CSA Community Supported Ag	2,218.09	17,160.00	-14,941.91	12.93%

RCD of Greater San Diego County
Profit Loss Budget vs. Actual
September 2023

50193 - F2F Farm to Families	0.00	3,333.00	-3,333.00	0.0%
50198 - SD Foundation Community Food Grant	4,040.69	57,971.00	-53,930.31	6.97%
52005 - BLM Hermes Butterfly/Zoo (account reserved)	0.00	194,242.00	-194,242.00	0.0%
52007 - USFWS Pollinators on Working Lands	134.65	3,412.00	-3,277.35	3.95%
52020 - CAFSC DSAP	0.00	208,333.00	-208,333.00	0.0%
52022 - CalFire County Coordinator	17,685.34	156,250.00	-138,564.66	11.32%
52023 - CAFSC Fiscal Sponsorship EFHGFSC	2,882.46	0.00	2,882.46	100.0%
Total 50000 - Grant Expenses Restricted				
53000 - Expenses Unrestricted	1,231,279.57	8,518,757.00	-7,287,477.43	14.45%
53005 - Advertising	144.00	5,000.00	-4,856.00	2.88%
53035 - Processing Fees	1,740.40	8,500.00	-6,759.60	20.48%
53040 - Bank Fees	63.90	500.00	-436.10	12.78%
53050 - Depreciation	10,749.00	58,000.00	-47,251.00	18.53%
53060 - Donations, Awards & Scholarship	103.10	15,000.00	-14,896.90	0.69%
53070 - Dues & Memberships	5,415.00	10,000.00	-4,585.00	54.15%
53075 - Subscriptions	322.43	250.00	72.43	128.97%
53080 - Equipment Leases	840.38	4,000.00	-3,159.62	21.01%
53100 - Automobile				
53110 - Fuel	-535.42	2,000.00	-2,535.42	-26.77%
53120 - Repairs & Maintenance	13.00	5,000.00	-4,987.00	0.26%
Total 53100 - Automobile	-522.42	7,000.00	-7,522.42	-7.46%
53200 - Unrestricted Expenses WWF & Gardens				
53201 - Wild Willow Farm Rent	4,933.20	20,000.00	-15,066.80	24.67%
53202 - Wild Willow Farm Payroll	48,827.00	180,000.00	-131,173.00	27.13%
53203 - Wild Willow Farm Office Supplies	36.15	600.00	-563.85	6.03%
53204 - Wild Willow Farm Utilities	5,284.68	5,000.00	284.68	105.69%
53205 - Wild Willow Farm Telephone	641.18	3,500.00	-2,858.82	18.32%
53206 - Wild Willow Farm Trash	140.00	500.00	-360.00	28.0%
53207 - Wild Willow Farm Propane & Fuel	542.33	900.00	-357.67	60.26%
53208 - Wild Willow Farm Processing Fees	634.34	1,600.00	-965.66	39.65%
53208 - Wild Willow Farm Seeds, Soil & Compost	0.00	4,600.00	-4,600.00	0.0%
53210 - Wild Willow Farm Harvest Supplies	189.99	3,500.00	-3,310.01	5.43%
53211 - Wild Willow Farm Irrigation & Fencing	0.00	5,000.00	-5,000.00	0.0%
53212 - Wild Willow Farm Teaching & Class Supplies	2,309.21	4,000.00	-1,690.79	57.73%
53213 - Wild Willow Farm Animal Feed & Care	1,256.63	4,000.00	-2,743.37	31.42%
53214 - Wild Willow Farm Tools & Equipment	3,058.65	5,000.00	-1,941.35	61.17%
53215 - Wild Willow Farm Other Misc Expense	93.28	2,000.00	-1,906.72	4.66%
53216 - Wild Willow Farm Pest Control	0.00	50.00	-50.00	0.0%
53290 - TRV Garden	24,468.49	66,670.00	-42,201.51	36.7%
53291 - Sweetwater Garden	16,059.81	50,000.00	-33,940.19	32.12%
	108,474.94	356,920.00	-248,445.06	30.39%
53900 - Insurance				
53910 - Auto & General Liability	13,539.76	55,000.00	-41,460.24	24.62%
53920 - In Lelu of Health Insurance	37,276.20	186,000.00	-148,723.80	20.04%
53930 - Workers Compensation	6,793.11	34,880.00	-28,086.89	19.48%
Total 53900 - Insurance	57,609.07	275,880.00	-218,270.93	20.88%
54000 - Outside Services				
54010 - Facility Maintenance & Repairs	2,602.97	45,000.00	-42,397.03	5.78%
54020 - Janitorial	1,678.95	8,500.00	-6,821.05	19.75%
54030 - Landscaping	3,075.00	25,000.00	-21,925.00	12.3%
54040 - Payroll Processing Fees	701.91	6,000.00	-5,298.09	11.7%
54050 - Pest Control	0.00	20.00	-20.00	0.0%
54060 - Website & Computer Maintenance	6,586.90	42,000.00	-35,413.10	15.68%
Total 54000 - Outside Services	14,645.73	126,520.00	-111,874.27	11.58%
54070 - Permits & Fees	0.00	450.00	-450.00	0.0%
54080 - Postage	157.02	700.00	-542.98	22.43%
54090 - Printing	285.90	1,500.00	-1,214.10	19.06%
55000 - Professional Services				
55010 - Accounting Fees	6,000.00	15,000.00	-9,000.00	40.0%
55020 - Legal Fees	11,495.00	35,500.00	-24,005.00	32.38%
55030 - Professional Services - Other	10,351.95	15,000.00	-4,648.05	69.01%
Total 55000 - Professional Services	27,846.95	65,500.00	-37,653.05	42.51%
57000 - Supplies				
57100 - Conservation Garden & Education	585.15	6,000.00	-5,414.85	9.75%
57150 - Discretionary Projects	3,733.13	132,000.00	-128,266.87	2.83%
57200 - Office Supplies	2,071.78	10,500.00	-8,428.22	19.73%
57250 - Team Building & Incentives	181.90	500.00	-318.10	36.38%
57255 - Staff Uniforms & Merchandise	0.00	5,000.00	-5,000.00	0.0%
57300 - Office General	1,692.20	10,000.00	-8,307.80	16.92%
Total 57000 - Supplies	8,264.16	164,000.00	-155,735.84	5.04%
59000 - Utilities				
59100 - Gas & Electric	4,506.45	22,500.00	-17,993.55	20.03%
59200 - Sewer	598.96	3,500.00	-2,901.04	17.11%
59300 - Trash	1,498.71	8,500.00	-7,001.29	17.63%
59400 - Water	122.94	9,000.00	-8,877.06	1.37%
59500 - Telephones	5,351.14	30,000.00	-24,648.86	17.84%
Total 59000 - Utilities	12,078.20	73,500.00	-61,421.80	16.43%
65000 - Travel and Meetings				
65310 - Training	1,055.00	10,000.00	-8,945.00	10.55%
65320 - Travel Transportation Flights & Mileage	2,841.58	12,500.00	-9,658.42	22.73%
65325 - Hotel Lodging	2,957.12	15,000.00	-12,042.88	19.71%
65330 - Travel Meals	678.52	5,500.00	-4,821.48	12.34%
Total 65000 - Travel and Meetings	7,532.22	43,000.00	-35,467.78	17.52%
66000 - Payroll Expenses				
66100 - Gross Payroll	109,016.75	434,000.00	-324,983.25	25.12%
66200 - In Lelu of Social Security 10.5%	13,980.47	45,570.00	-31,589.53	30.68%
66300 - Medicare 1.45%	1,942.19	6,293.00	-4,350.81	30.86%
66400 - FUTA, SDI, ETT, SUI	122.85	12,500.00	-12,377.15	0.98%
Total 66000 - Payroll Expenses	125,062.26	498,363.00	-373,300.74	25.1%
Total Expenses Unrestricted	380,812.24	1,714,583.00	-1,333,770.76	22.2%
Total Expense	1,612,091.81	10,233,340.00	-8,621,248.19	15.75%
Net Ordinary Income	97,776.18	364,994.00	-267,217.82	26.79%
Net Income	97,776.18	364,994.00	-267,217.82	26.79%

RCD of Greater San Diego County
Balance Sheet
As of September 30, 2023

9/30/2023

ASSETS

Current Assets

Checking/Savings

10000 · US Bank Checking	172,439.48
10020 · Petty Cash	400.00
10030 · LAIF	12,288.99
10040 · CLASS	1,059,251.52
Total Checking/Savings	<u>1,244,379.99</u>

Accounts Receivable

12000 · Accounts Receivable

12001 · RCD Foundation	0.00
12002 · DOC SALC	30,192.90
12003 · USFWS	207.16
12004 · NRCS IERCD	4,008.90
12006 · NRCS Scaling Up Climate Resilient	10,114.11
12007 · NACD Urban Ag TA	825.97
12009 · CDFA Farm to School Incubator	50,001.92
12010 · CDFA CUSP Economic Relief Grant	3,474.26
12011 · CARCD	32,605.91
12012 · CalFire County Coordinator	24,237.24
12013 · CDFA Soil TA	0.00
12014 · CDFA Climate Smart Ag TA	5,709.01
12015 · CDFA WETA 21-0881-000-SG	30,026.21
12016 · CDFA Planning	3,471.90
12017 · CDFA Cover Cropping	0.00
12019 · DOC RFFC Round IIA	551,089.36
12020 · Fire Safe Council of San Diego	0.00
12021 · San Diego River Conservancy	307,441.11
12022 · CalFire Forest Health Grant	793,623.47
12023 · Wild Willow Field Trips and Tours	3,942.50
12024 · Wild Willow Classes and Workshops	0.00
12025 · Wild Willow AG & CSA Sales	68.99
12026 · Miscellaneous Receivables	1,978.77
12028 · CalFire CARCD Increasing Pace & Scale	124,992.08
12030 · Port District	4,000.00
12045 · CA FSC Fiscal Sponsorship EFHGFSC	0.00
12046 · CDFA PHP	2,077.04
12051 · Prop 84	253,832.71
12060 · Tijuana River Valley Community	7,835.26
12090 · Sweetwater Community Garden	6,766.25

Total 12000 · Accounts Receivable 2,252,523.03

Total Accounts Receivable 2,252,523.03

Other Current Assets

12005 · Undeposited Funds	2,770.00
13000 · Prepaid Expenses	52,676.59

Total Other Current Assets 55,446.59

Total Current Assets 3,552,349.61

Fixed Assets

14000 · Accumulated Depreciation

14020 · Building	505,000.00
14040 · Building Improvements	572,981.67
14060 · Furniture & Equipment	53,049.42

RCD of Greater San Diego County
Balance Sheet
As of September 30, 2023

	9/30/2023
14080 · Land	110,000.00
14090 · Vehicles	76,537.22
14000 · Accumulated Depreciation - Other	-537,720.52
Total 14000 · Accumulated Depreciation	779,847.79
Total Fixed Assets	779,847.79
TOTAL ASSETS	4,332,197.40
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	511,502.21
Total Accounts Payable	511,502.21
Other Current Liabilities	
21000 · Deferred Compensation	43.26
21010 · Refundable Deposits on Garden Plots	29,123.67
21020 · Deferred Revenue	561,008.00
21045 · Accounts Payable Accrual	-2,748.66
21060 · Vacation Accrual	51,163.23
Total Other Current Liabilities	638,589.50
Total Current Liabilities	1,150,091.71
Total Liabilities	1,150,091.71
Equity	
30000 · Administration Operations Reserve	1,040,000.00
30020 · Capital Improvements Facility Reserve	100,000.00
30030 · Economic Stability Reserve	27,260.00
30040 · Technology Reserve	15,896.07
30080 · Discretionary Project Reserve	50,000.00
30091 · Fleet Reserve	50,000.00
30092 · General Fund Balance	203,503.09
30093 · Investment in Fixed Assets	865,461.00
32000 · Retained Earnings	348,032.81
32020 · Unrestricted Net Assets	384,176.54
Net Income	97,776.18
Total Equity	3,182,105.69
TOTAL LIABILITIES & EQUITY	4,332,197.40

RCD of Greater San Diego County

Profit & Loss

September 30, 2023

	<u>Sep'23</u>
Ordinary Income/Expense	
Income	
40000 · Grant Income Restricted	
40042 · CDFA CUSP Economic Relief Grant	2,845.90
40043 · CDFA WETA	8,932.08
40044 · CDFA Planning Grant CAPGP	5,652.07
40045 · CDFA Climate Smart Ag TA	1,909.57
40046 · CDFA Farm to School Incubator	1,191.14
40049 · CARCD Monarchs	702.79
40050 · CARCD WCB	1,894.07
40053 · DOC RFFC Round IIA	159,522.76
40055 · CARCD NRCS Equity Grant	2,721.01
40056 · CDFA PHP	1,328.61
40060 · NRCS IERCD	3,048.78
40064 · NRCS Scaling Up Climate Resilience	1,957.37
40065 · Conservation Planning	21.48
40070 · Community Enhancement Grant CEG	1,162.38
40080 · SDRC Fuels	96,659.41
40090 · IRWMP Proposition 84	103,992.39
40120 · Port	1,251.75
40122 · CalFire Forest Health Grant	260,409.45
40123 · CalFire CARCD Increasing Pace & Scale	3,925.48
40130 · NACD Urban Ag	0.00
40146 · SDG&E Fuels MOU	123,957.37
40192 · CSA Community Supported Ag	1,700.73
40198 · SD Foundation Community Food	3,524.20
42007 · USFWS Pollinators on Working Lands	179.64
42022 · CalFire County Coordinator	32,431.69
42023 · CA FSC Fiscal Sponsorship EFHGFSC	0.00
	<hr/>
Total 40000 · Grant Income Restricted	820,922.12
45000 · Income Unrestricted WWF/Gardens	
45001 · Wild Willow Classes & Workshops	5,340.00
45002 · Wild Willow Field Trips & Tours	132.50
45003 · Wild Willow Food Sales CSA	2,050.40
45004 · Wild Willow Wholesale Food Sales	1,830.64
45005 · Wild Willow Farm Stand Sales	935.88
45006 · Wild Willow Venue Rental	198.00
45190 · TRV Community Garden	11,079.82
45191 · Sweetwater Community Garden	10,398.45
	<hr/>
Total 45000 · Income Unrestricted WWF/Gardens	31,965.69
45000 · Income - Unrestricted	
45010 · Rent	2,893.00
45020 · Donations	0.00
45025 · WWF Donations	0.00
45030 · Rebates & Refunds	0.00
45040 · LAIF & CLASS Interest	4,746.64
45080 · US Bank Interest	0.00

RCD of Greater San Diego County

Profit & Loss

September 30, 2023

	<u>Sep'23</u>
45090 · Tax Assessments	36,500.00
45095 · Redevelopment Revenue	0.00
45100 · Misc Income	8.89
45200 · Fee for Service	700.00
Total 45000 · Income - Unrestricted	<u>44,848.53</u>
Total Income	897,736.34
Expense	
50000 · Grant Expenses Restricted	
50042 · CDFA CUSP Economic Relief Grant	1,603.78
50043 · CDFA WETA	5,890.13
50044 · CDFA Planning Grant CAPGP-23-07	3,447.07
50045 · CDFA Climate Smart Ag TA	1,158.73
50046 · CDFA Farm to School Incubator	713.44
50049 · CARCD Monarchs	212.26
50050 · CARCD WCB	1,207.29
50053 · DOC RFFC Round IIA	137,363.76
50055 · CARCD NRCS Equity	1,712.24
50056 · CDFA PHP	955.87
50060 · NRCS IERCD	1,954.84
50064 · NRCS Scaling Up Climate Resilience	1,304.32
50070 · Community Enhancement Grant CEG	748.29
50080 · SDRC Fuels	83,804.52
50090 · IRWMP Proposition 84	110,766.55
50120 · Port	877.88
50122 · CalFire Forest Health Grant	232,508.54
50123 · CalFire CARCD Increasing Pace & Scale	2,536.82
50130 · NACD Urban Ag TA	2,149.82
50146 · SDG&E Fuels MOU	101,295.55
50192 · CSA Community Supported Ag	1,057.75
50198 · SD Foundation Community Food	2,235.49
52007 · USFWS Pollinators on Working Lands	111.72
52022 · CalFire County Coordinator	6,562.64
52023 · CAFSC Fiscal Sponsorship EFHGFSC	0.00
Total 50000 · Grant Expenses Restricted	<u>702,179.30</u>
53000 · Expenses Unrestricted	
53005 · Advertising	144.00
53035 · Processing Fees	484.65
53040 · Bank Fees	0.00
53050 · Depreciation	3,583.00
53060 · Donations, Awards & Scholarships	40.86
53070 · Dues & Memberships	75.00
53075 · Subscriptions	95.47
53080 · Equipment Leases	274.19
53100 · Automobile	
53110 · Fuel	-158.59
53120 · Repairs & Maintenance	13.00
Total 53100 · Automobile	<u>-145.59</u>
53200 · Unrestricted Expense WWF & Gardens	
53201 · Wild Willow Farm Rent	1,644.40

RCD of Greater San Diego County

Profit & Loss

September 30, 2023

	<u>Sep'23</u>
53202 · Wild Willow Farm Payroll	11,746.43
53203 · Wild Willow Farm Office Supplies	0.63
53204 · Wild Willow Farm Utilities	1,738.95
53205 · Wild Willow Farm Telephone	205.88
53206 · Wild Willow Farm Trash	70.00
53207 · Wild Willow Farm Propane & Fuel	138.80
53208 · Wild Willow Farm Processing Fees	118.67
53208 · Wild Willow Farm Seeds, Soil & Compost	0.00
53210 · Wild Willow Farm Harvest Supplies	111.54
53211 · Wild Willow Farm Irrigation & Fencing	0.00
53212 · Wild Willow Farm Teaching & Class Supplies	1,196.92
53213 · Wild Willow Farm Animal Feed & Care	491.22
53214 · Wild Willow Farm Tools & Equipment	347.63
53215 · Wild Willow Farm Other Misc Expense	93.28
53216 · Wild Willow Farm Pest Control	0.00
53290 · TRV Garden	8,258.26
53291 · Sweetwater Garden	7,663.65
	<u>33,826.26</u>
53900 · Insurance	
53910 · Auto & General Liability	4,544.92
53920 · In Leiu of Health Insurance	12,061.41
53930 · Workers Compensation	4,187.83
Total 53900 · Insurance	<u>20,794.16</u>
54000 · Outside Services	
54010 · Facility Maintenance & Repairs	250.00
54020 · Janitorial	559.65
54030 · Landscaping	1,025.00
54040 · Payroll Processing Fees	141.34
54050 · Pest Control	0.00
54060 · Website & Computer Maintenance	2,342.39
Total 54000 · Outside Services	<u>4,318.38</u>
54070 · Permit	0.00
54080 · Postage	128.89
54090 · Printing	295.78
55000 · Professional Services	
55010 · Accounting Fees	0.00
55020 · Legal Fees	5,565.00
55030 · Professional Services - Other	900.00
Total 55000 · Professional Services	<u>6,465.00</u>
57000 · Supplies	
57100 · Conservation Garden & Education	585.15
57150 · Discretionary Projects	988.09
57200 · Office Supplies	351.23
57250 · Team Building & Incentives	85.47
57300 · Office General	486.88
Total 57000 · Supplies	<u>2,496.82</u>
59000 · Utilities	
59100 · Gas & Electric	1,538.69
59200 · Sewer	0.00

RCD of Greater San Diego County
 Profit & Loss
 September 30, 2023

	Sep'23
59300 · Trash	503.93
59400 · Water	0.00
59500 · Telephones	1,750.38
Total 59000 · Utilities	3,793.00
65000 · Travel and Meetings	
65310 · Training	685.00
65320 · Travel Transportation & Accomod	2,645.60
65325 · Hotel Lodging	733.16
65330 · Travel Meals	103.01
Total 65000 · Travel and Meetings	4,166.77
66000 · Payroll Expenses	
66100 · Gross Payroll	25,528.46
66200 · In Leiu of Social Security 10.5%	3,514.77
66300 · Medicare 1.45%	485.37
66400 · FUTA, SDI, ETT, SUI	56.24
Total 66000 · Payroll Expenses	29,584.84
Total Expense	812,600.78
Net Ordinary Income	85,135.56
Net Income	85,135.56

RCD of Greater San Diego County
Reconciliation Summary
US Bank-General Checking, Period Ending 9/30/2023

	Sep 30, 23
Beginning Balance	148,836.02
Cleared Transactions	
Checks and Payments - 104 items	-343,640.85
Deposits and Credits - 70 items	514,507.76
Total Cleared Transactions	170,866.91
Cleared Balance	319,702.93
Uncleared Transactions	
Checks and Payments - 45 items	-148,841.74
Deposits and Credits - 9 items	1,381.22
Total Uncleared Transactions	-147,460.52
Register Balance as of 09/30/2023	172,242.41

RCD of Greater San Diego County
Reconciliation Detail
US Bank-General Checking, Period Ending 9/30/2023

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Beginning Balance							148,836.02
Cleared Transactions							
Checks and Payments - 104 items							
	Invoice	06/09/2023	3076	Leslie Nelson	√	-3.00	-3.00
	Bill Pmt -Check	06/14/2023	13312	Paul Maschka	√	-439.16	-442.16
	Bill Pmt -Check	06/30/2023	13363	Ann Baldrige	√	-60.27	-502.43
	Bill Pmt -Check	07/03/2023	13373	Erik Rodriguez	√	-50.00	-552.43
	Bill Pmt -Check	07/03/2023	13365	Ann Baldrige	√	-50.00	-602.43
	Bill Pmt -Check	07/12/2023	13423	Pauley Equipment Co.	√	-37,775.53	-38,377.96
	Bill Pmt -Check	08/01/2023	13484	Joanne Sauerman	√	-50.00	-38,427.96
	Bill Pmt -Check	08/01/2023	13488	Paul Maschka	√	-50.00	-38,477.96
	Bill Pmt -Check	08/01/2023	13473	Ann Baldrige	√	-28.51	-38,506.47
	Bill Pmt -Check	08/02/2023	13499	San Diego Audubon Society	√	-1,220.50	-39,726.97
	Check	08/15/2023			√	-22.95	-39,749.92
	General Journæ	08/15/2023	JE 1045		√	-15.61	-39,765.53
	Bill Pmt -Check	08/18/2023	13538	McDougal Love Boehmer Foley Lyo	√	-5,930.00	-45,695.53
	Bill Pmt -Check	08/18/2023	13536	U.S. Bancorp Service Center, Inc	√	-5,104.47	-50,800.00
	Bill Pmt -Check	08/18/2023	13539	Alison Trujillo Translations	√	-195.00	-50,995.00
	Bill Pmt -Check	08/18/2023	13540	Andy Williamson	√	-83.48	-51,078.48
	Check	08/28/2023	13545	Odette Gonzalez C42	√	-45.00	-51,123.48
	Check	08/28/2023	13546	Odette Gonzalez C41	√	-45.00	-51,168.48
	Bill Pmt -Check	08/29/2023	13566	The Patriot Group	√	-39,300.00	-90,468.48
	Bill Pmt -Check	08/29/2023	13565	Pope Tree Service	√	-7,200.00	-97,668.48
	Bill Pmt -Check	08/29/2023	13554	Black Fox Timber Management	√	-4,740.34	-102,408.82
	Bill Pmt -Check	08/29/2023	13551	SDG&E	√	-1,588.97	-103,997.79
	Bill Pmt -Check	08/29/2023	13559	Greater San Diego Air Conditioning	√	-654.46	-104,652.25
	Bill Pmt -Check	08/29/2023	13557	County of San Diego Sanitation	√	-598.96	-105,251.21
	Bill Pmt -Check	08/29/2023	13564	County of San Diego	√	-500.00	-105,751.21
	Bill Pmt -Check	08/29/2023	13556	CIT Technology	√	-274.19	-106,025.40
	Bill Pmt -Check	08/29/2023	13561	JMB Sanitation	√	-219.55	-106,244.95
	Bill Pmt -Check	08/29/2023	13548	Jennifer MacDonald	√	-209.02	-106,453.97
	Bill Pmt -Check	08/29/2023	13547	Daniela Mejia	√	-145.43	-106,599.40
	Bill Pmt -Check	08/29/2023	13550	Lakeside Water District	√	-122.94	-106,722.34
	Bill Pmt -Check	08/29/2023	13558	EDCO Disposal Corporation	√	-114.02	-106,836.36
	Bill Pmt -Check	08/29/2023	13555	Cheyenne Piacenza	√	-111.57	-106,947.93
	Bill Pmt -Check	08/29/2023	13563	Quench USA Inc	√	-43.56	-106,991.49
	Bill Pmt -Check	08/29/2023	13552	Verizon	√	-41.88	-107,033.37
	Bill Pmt -Check	09/01/2023	13569	County of San Diego	√	-1,644.40	-108,677.77
	Bill Pmt -Check	09/01/2023	13580	Heather Marlow	√	-50.00	-108,727.77
	Bill Pmt -Check	09/01/2023	13581	Joanne Sauerman	√	-50.00	-108,777.77
	Bill Pmt -Check	09/01/2023	13583	Morgan Graves	√	-50.00	-108,827.77
	Bill Pmt -Check	09/01/2023	13584	Paul Maschka	√	-50.00	-108,877.77
	Bill Pmt -Check	09/01/2023	13585	Rachel Lloyd	√	-50.00	-108,927.77
	Bill Pmt -Check	09/01/2023	13586	Sierra Reiss	√	-50.00	-108,977.77
	Bill Pmt -Check	09/01/2023	13587	Stan Hill	√	-50.00	-109,027.77
	Bill Pmt -Check	09/01/2023	13579	Gregg Cady	√	-50.00	-109,077.77
	Bill Pmt -Check	09/01/2023	13578	Erik Rodriguez	√	-50.00	-109,127.77
	Bill Pmt -Check	09/01/2023	13577	Elizabeth Garcia	√	-50.00	-109,177.77
	Bill Pmt -Check	09/01/2023	13575	Codi Hale	√	-50.00	-109,227.77
	Bill Pmt -Check	09/01/2023	13573	Cheyenne Piacenza	√	-50.00	-109,277.77
	Bill Pmt -Check	09/01/2023	13572	Carolina Guia	√	-50.00	-109,327.77
	Bill Pmt -Check	09/01/2023	13571	Ann Baldrige	√	-50.00	-109,377.77
	Bill Pmt -Check	09/01/2023	13570	Andy Williamson	√	-50.00	-109,427.77
	Check	09/01/2023	13568	Susan Paniagua D31	√	-45.00	-109,472.77
	Check	09/01/2023	13567	Susan Paniagua D25	√	-45.00	-109,517.77
	General Journæ	09/01/2023	CR 1045		√	-20.50	-109,538.27
	Bill Pmt -Check	09/05/2023	13594	The Patriot Group	√	-2,700.00	-112,238.27
	Bill Pmt -Check	09/05/2023	13588	CARCD	√	-2,500.00	-114,738.27
	Bill Pmt -Check	09/05/2023	13592	Pacific Building Maintenance	√	-559.65	-115,297.92
	Bill Pmt -Check	09/05/2023	13596	Waste Management	√	-503.93	-115,801.85
	Bill Pmt -Check	09/05/2023	13590	Diamond Environmental Services	√	-258.08	-116,059.93
	Bill Pmt -Check	09/05/2023	13591	EDCO Disposal Corporation	√	-121.16	-116,181.09
	Bill Pmt -Check	09/05/2023	13589	Codi Hale	√	-109.05	-116,290.14
	Bill Pmt -Check	09/05/2023	13595	The SoCo Group Inc.	√	-103.90	-116,394.04
	Bill Pmt -Check	09/06/2023	13598	SDG&E	√	-473.29	-116,867.33
	Bill Pmt -Check	09/07/2023	13601	Victoria Beelik	√	-2,700.00	-119,567.33
	Bill Pmt -Check	09/07/2023	13600	Michelle Knaier	√	-59.90	-119,627.23
	General Journæ	09/08/2023	CR 1041		√	-103.81	-119,731.04
	Bill Pmt -Check	09/11/2023	13614	Pope Tree Service	√	-66,400.00	-186,131.04
	Bill Pmt -Check	09/11/2023	13615	San Diego County Water Authority	√	-6,730.02	-192,861.06
	Bill Pmt -Check	09/11/2023	13603	California American Water	√	-1,738.95	-194,600.01
	Bill Pmt -Check	09/11/2023	13608	Four Fin Creative	√	-1,663.55	-196,263.56
	Bill Pmt -Check	09/11/2023	13609	Gregg Cady	√	-399.04	-196,662.60
	Bill Pmt -Check	09/11/2023	13604	Cox Communications	√	-365.53	-197,028.13
	Bill Pmt -Check	09/11/2023	13616	Sharp Business Systems	√	-295.78	-197,323.91
	General Journæ	09/11/2023	JE 1007		√	-100.00	-197,423.91

RCD of Greater San Diego County
Reconciliation Detail
US Bank-General Checking, Period Ending 9/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	09/11/2023	13606	EDCO Disposal Corporation	√	-70.00	-197,493.91
Bill Pmt -Check	09/12/2023	13617	Petty Cash	√	-86.91	-197,580.82
General Journē	09/13/2023	JE 1002		√	-39,872.86	-237,453.68
General Journē	09/13/2023	JE 1002		√	-9,367.86	-246,821.54
General Journē	09/14/2023	CR 1018		√	-80.70	-246,902.24
General Journē	09/15/2023	CR 1021		√	-62.93	-246,965.17
Bill Pmt -Check	09/18/2023	13633	The Patriot Group	√	-19,500.00	-266,465.17
Bill Pmt -Check	09/18/2023	13628	Pope Tree Service	√	-5,400.00	-271,865.17
Bill Pmt -Check	09/18/2023	13626	McDougal Love Boehmer Foley Lyo	√	-4,275.00	-276,140.17
Bill Pmt -Check	09/18/2023	13632	Sweetwater Authority	√	-3,837.92	-279,978.09
Bill Pmt -Check	09/18/2023	13621	California American Water	√	-3,186.39	-283,164.48
Bill Pmt -Check	09/18/2023	13620	Al Delalat	√	-2,229.97	-285,394.45
Bill Pmt -Check	09/18/2023	13629	SDG&E	√	-1,538.69	-286,933.14
Bill Pmt -Check	09/18/2023	13638	Jennifer MacDonald	√	-1,384.59	-288,317.73
Bill Pmt -Check	09/18/2023	13637	U.S. Bancorp Service Center, Inc	√	-1,096.62	-289,414.35
Bill Pmt -Check	09/18/2023	13622	Classic Landscape & Horticulture	√	-1,025.00	-290,439.35
Bill Pmt -Check	09/18/2023	13636	U.S. Bancorp Service Center, Inc	√	-738.46	-291,177.81
Bill Pmt -Check	09/18/2023	13631	Stan Hill	√	-442.81	-291,620.62
Bill Pmt -Check	09/18/2023	13634	The SoCo Group Inc.	√	-53.72	-291,674.34
Bill Pmt -Check	09/18/2023	13630	SDRMA	√	-47.50	-291,721.84
Bill Pmt -Check	09/18/2023	13627	Office Depot	√	-34.23	-291,756.07
General Journē	09/18/2023	CR 1023	Cesar Valdespino	√	-21.00	-291,777.07
General Journē	09/19/2023	CR 1038		√	-525.00	-292,302.07
General Journē	09/20/2023	CR 1044		√	-239.78	-292,541.85
General Journē	09/26/2023	JE 4253		√	-22.25	-292,564.10
General Journē	09/27/2023	JE 1002		√	-40,497.75	-333,061.85
General Journē	09/27/2023	JE 1002		√	-9,380.86	-342,442.71
General Journē	09/28/2023	CR 1031		√	-0.61	-342,443.32
General Journē	09/29/2023	JE 4251		√	-39.00	-342,482.32
General Journē	09/30/2023	4544		√	-1,121.00	-343,603.32
General Journē	09/30/2023	4544		√	-37.53	-343,640.85
Total Checks and Payments					-343,640.85	-343,640.85
Deposits and Credits - 70 items						
Check	08/17/2023	13534	Cynthia Paulo	√	0.00	0.00
Deposit	08/31/2023			√	2.86	2.86
General Journē	08/31/2023	CR 1031		√	100.00	102.86
Deposit	08/31/2023			√	275.00	377.86
Deposit	08/31/2023			√	33,111.23	33,489.09
General Journē	09/01/2023	CR 1001		√	8.89	33,497.98
General Journē	09/01/2023	CR 1020		√	14.62	33,512.60
General Journē	09/01/2023	CR 1020		√	60.34	33,572.94
General Journē	09/01/2023	CR 1020		√	99.58	33,672.52
General Journē	09/01/2023	CR 1020		√	199.83	33,872.35
Deposit	09/01/2023			√	296.00	34,168.35
Deposit	09/01/2023			√	34,797.23	68,965.58
General Journē	09/02/2023	CR 1019		√	1.87	68,967.45
General Journē	09/02/2023	CR 1019		√	35.22	69,002.67
General Journē	09/02/2023	CR 1043		√	495.00	69,497.67
General Journē	09/03/2023	CR 1003		√	50.00	69,547.67
General Journē	09/04/2023	CR 1017		√	120.00	69,667.67
Bill Pmt -Check	09/05/2023	13593	SDG&E	√	0.00	69,667.67
Deposit	09/05/2023			√	786.00	70,453.67
General Journē	09/06/2023	CR 1005		√	30.00	70,483.67
General Journē	09/06/2023	CR 1042		√	2,675.78	73,159.45
General Journē	09/08/2023	CR 1008		√	67.00	73,226.45
Deposit	09/08/2023			√	704.75	73,931.20
Deposit	09/08/2023			√	5,881.91	79,813.11
General Journē	09/09/2023	JE 1008		√	7.75	79,820.86
General Journē	09/09/2023	JE 1008		√	7.75	79,828.61
General Journē	09/09/2023	JE 1008		√	15.60	79,844.21
General Journē	09/09/2023	JE 1008		√	40.13	79,884.34
General Journē	09/09/2023	CR 1040		√	400.00	80,284.34
Bill Pmt -Check	09/11/2023	13605	CSDA	√	0.00	80,284.34
Bill Pmt -Check	09/11/2023	13613	Petty Cash	√	0.00	80,284.34
General Journē	09/11/2023	JE 1006		√	35.00	80,319.34
Deposit	09/11/2023			√	250.00	80,569.34
Deposit	09/12/2023			√	1,350.00	81,919.34
Deposit	09/12/2023			√	362,147.04	444,066.38
Deposit	09/13/2023			√	900.00	444,966.38
Deposit	09/14/2023			√	167.00	445,133.38
General Journē	09/14/2023	CR 1039		√	945.00	446,078.38
Deposit	09/14/2023			√	3,246.74	449,325.12
Deposit	09/14/2023			√	3,684.41	453,009.53
General Journē	09/15/2023	CR 1015		√	289.14	453,298.67
Deposit	09/15/2023			√	330.00	453,628.67
Bill Pmt -Check	09/18/2023	13625	Jennifer MacDonald	√	0.00	453,628.67

RCD of Greater San Diego County
Reconciliation Detail
US Bank-General Checking, Period Ending 9/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
General Journal	09/18/2023	CR 1022		√	120.00	453,748.67
Deposit	09/18/2023			√	708.82	454,457.49
Deposit	09/19/2023			√	347.50	454,804.99
General Journal	09/20/2023	CR 1046		√	19.38	454,824.37
General Journal	09/21/2023	JE 4245		√	81.50	454,905.87
Deposit	09/21/2023			√	375.00	455,280.87
General Journal	09/21/2023	JE 4245		√	430.40	455,711.27
General Journal	09/22/2023	JE 4245		√	77.00	455,788.27
Deposit	09/22/2023			√	275.00	456,063.27
Deposit	09/22/2023			√	900.00	456,963.27
Deposit	09/22/2023			√	27,358.63	484,321.90
General Journal	09/23/2023	JE 4248		√	6.77	484,328.67
General Journal	09/23/2023	JE 4248		√	44.05	484,372.72
General Journal	09/25/2023	JE 4247		√	30.00	484,402.72
General Journal	09/25/2023	JE 4247		√	120.00	484,522.72
General Journal	09/25/2023	JE 4247		√	140.00	484,662.72
Deposit	09/25/2023			√	18,014.20	502,676.92
Bill Pmt -Check	09/26/2023		Petty Cash	√	0.00	502,676.92
General Journal	09/26/2023	JE 4252		√	20.00	502,696.92
Deposit	09/26/2023			√	150.00	502,846.92
Deposit	09/26/2023			√	1,016.00	503,862.92
Deposit	09/26/2023			√	2,021.66	505,884.58
Deposit	09/28/2023			√	760.00	506,644.58
General Journal	09/29/2023	CR 1029		√	100.00	506,744.58
Deposit	09/29/2023			√	153.00	506,897.58
Deposit	09/29/2023			√	7,609.18	514,506.76
General Journal	09/30/2023	4544		√	1.00	514,507.76
Total Deposits and Credits					<u>514,507.76</u>	<u>514,507.76</u>
Total Cleared Transactions					<u>170,866.91</u>	<u>170,866.91</u>
Cleared Balance					170,866.91	319,702.93
Uncleared Transactions						
Checks and Payments - 45 items						
Bill Pmt -Check	03/13/2023	12925	Palomar Land and Cattle		-2,327.50	-2,327.50
Check	04/24/2023	13090	Jill Lord		-100.00	-2,427.50
Check	04/24/2023	13091	Jill Lord		-50.00	-2,477.50
Bill Pmt -Check	05/01/2023	13118	Kim Hanson AP		-50.00	-2,527.50
Bill Pmt -Check	06/01/2023	13239	Heather Marlow		-50.00	-2,577.50
Bill Pmt -Check	06/30/2023	13352	U.S. Bancorp Service Center, Inc		-1,610.11	-4,187.61
Bill Pmt -Check	07/03/2023	13379	Morgan Graves		-50.00	-4,237.61
Bill Pmt -Check	07/03/2023	13378	Kim Hanson AP		-50.00	-4,287.61
Bill Pmt -Check	07/03/2023	13371	Daniela Mejia		-50.00	-4,337.61
Bill Pmt -Check	07/05/2023	13405	Elfin Foreest Harmony Grove FSC		-100.00	-4,437.61
Bill Pmt -Check	07/06/2023	13406	Josh Zinn		-75.00	-4,512.61
Bill Pmt -Check	08/01/2023	13485	Joel Kramer		-188.91	-4,701.52
Bill Pmt -Check	08/01/2023	13481	Erik Rodriguez		-50.00	-4,751.52
Bill Pmt -Check	08/01/2023	13486	Kim Hanson AP		-50.00	-4,801.52
Bill Pmt -Check	08/02/2023	13503	JJ Tidwell		-30.00	-4,831.52
Check	08/15/2023	13528	Ashton Mackintosh C38		-75.00	-4,906.52
Bill Pmt -Check	08/29/2023	13549	Joel Kramer		-146.04	-5,052.56
Bill Pmt -Check	08/29/2023	13560	JJ Tidwell		-31.44	-5,084.00
Bill Pmt -Check	09/01/2023	13574	Chris Kelley		-50.00	-5,134.00
Bill Pmt -Check	09/01/2023	13576	Daniela Mejia		-50.00	-5,184.00
Bill Pmt -Check	09/01/2023	13582	Joel Kramer		-50.00	-5,234.00
Bill Pmt -Check	09/06/2023	13599	Lincoln Financial		-23,144.96	-28,378.96
Check	09/06/2023	13597	Jennifer Langit		-100.00	-28,478.96
Check	09/08/2023	13602	Cynthia Paulo		-275.00	-28,753.96
Bill Pmt -Check	09/11/2023	13610	ITCM		-6,433.98	-35,187.94
Bill Pmt -Check	09/11/2023	13612	Nigro & Nigro		-6,000.00	-41,187.94
Bill Pmt -Check	09/11/2023	13611	Lauren Ballard		-478.00	-41,665.94
Bill Pmt -Check	09/11/2023	13607	Elizabeth Garcia		-97.07	-41,763.01
Check	09/13/2023	13618	Eric Peralta		-45.00	-41,808.01
Bill Pmt -Check	09/15/2023	13619	Joe Lewis		-50.00	-41,858.01
Bill Pmt -Check	09/18/2023	13635	U.S. Bancorp Service Center, Inc		-7,377.49	-49,235.50
Bill Pmt -Check	09/18/2023	13624	Heather Marlow		-399.19	-49,634.69
Bill Pmt -Check	09/18/2023	13623	Gabriela Escobedo AP		-330.00	-49,964.69
Bill Pmt -Check	09/25/2023	13643	Pope Tree Service		-7,700.00	-57,664.69
Bill Pmt -Check	09/25/2023	13641	Davey Tree Expert Company		-4,800.00	-62,464.69
Bill Pmt -Check	09/25/2023	13644	SDRMA		-2,885.19	-65,349.88
Bill Pmt -Check	09/25/2023	13639	Austel WPS		-1,500.00	-66,849.88
Bill Pmt -Check	09/25/2023	13640	Carini Heating, Air & Plumbing		-250.00	-67,099.88
Bill Pmt -Check	09/25/2023	13642	JMB Sanitation		-219.55	-67,319.43
Bill Pmt -Check	09/26/2023	13648	The Patriot Group		-59,050.00	-126,369.43
Bill Pmt -Check	09/26/2023	13646	Lincoln Financial		-17,412.58	-143,782.01
Bill Pmt -Check	09/26/2023	13647	Pope Tree Service		-3,900.00	-147,682.01
Bill Pmt -Check	09/26/2023	13645	Al Delalat		-1,139.85	-148,821.86
General Journal	09/29/2023	CR 1032			-16.50	-148,838.36

RCD of Greater San Diego County
 Reconciliation Detail
 US Bank-General Checking, Period Ending 9/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
General Journal	09/29/2023	CR 1033			-3.38	-148,841.74
Total Checks and Payments					-148,841.74	-148,841.74
Deposits and Credits - 9 items						
Deposit	09/29/2023				87.40	87.40
Deposit	09/29/2023				145.00	232.40
Deposit	09/29/2023				755.00	987.40
General Journal	09/30/2023	4543			24.43	1,011.83
General Journal	09/30/2023	4543			24.43	1,036.26
General Journal	09/30/2023	4543			24.43	1,060.69
General Journal	09/30/2023	4543			24.43	1,085.12
General Journal	09/30/2023	CR 1001			100.00	1,185.12
General Journal	09/30/2023	4543			196.10	1,381.22
Total Deposits and Credits					1,381.22	1,381.22
Total Uncleared Transactions					-147,460.52	-147,460.52
Register Balance as of 09/30/2023					23,406.39	172,242.41
New Transactions						
Checks and Payments - 5 items						
General Journal	10/02/2023	4544			-100.00	-100.00
General Journal	10/06/2023	4541			-105.31	-205.31
General Journal	10/19/2023	CR 1038			-525.00	-730.31
General Journal	11/19/2023	CR 1038			-525.00	-1,255.31
General Journal	12/19/2023	CR 1038			-525.00	-1,780.31
Total Checks and Payments					-1,780.31	-1,780.31
Deposits and Credits - 1 item						
General Journal	10/02/2023	4542			120.00	120.00
Total Deposits and Credits					120.00	120.00
Total New Transactions					-1,660.31	-1,660.31
Ending Balance					21,746.08	170,582.10



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: November 8, 2023

Agenda Item 5-1: California Department of Food and Agriculture grant agreement

Discussion / History: The RCDGSDC has recently applied for and been awarded a grant from the CDFA to provide technical assistance (TA) to San Diego County producers in applying to two CDFA grant programs: Healthy Soils Program (HSP) and State Water Efficiency and Enhancement Program (SWEEP). This funding will allow us to continue providing HSP TA and to begin assisting farmers and ranchers in accessing SWEEP funds which support irrigation efficiency upgrades.

The grant agreement and Resolution 2023-19 to seek authorization to sign the grant agreement are attached.

Financial Impact: Grant award of \$202,677.06

Staff Recommendation to Board: Staff requests that the Board approves Resolution 2023-19 and authorizes the Executive Director to sign the grant agreement.

**GRANT AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

23-0684-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY

2. The Agreement Term is: November 1, 2023 through October 31, 2026

3. The maximum amount of this Agreement is: \$202,677.06

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Legal Name*)

RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

11769 Waterhill Road, Lakeside, CA 92040

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120

SACRAMENTO, CA 95814

SJ

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
2023 Climate Smart Agriculture Technical Assistance Grants

Project Title: Technical Assistance to Support CDFA Climate Smart Agriculture projects.

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Carolyn Cook	Name:	Ann Baldrige
Division/Branch:	Executive/ Office of Environmental Farming and Innovation	Organization:	Resource Conservation District of Greater San Diego County
Address:	1220 N Street, Room 161-1	Address:	11769 Waterhill Road
City/State/Zip:	Sacramento CA 95814	City/State/Zip	Lakeside, CA 92040
Phone:		Phone:	(619) 562-0096
Email Address:	CDFA.OEFI_CSA_TA@cdfa.ca.gov	Email Address:	ann.baldrige@rcdsandiego.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rukmi Satpanthi	Name:	Joel Kramer
Division/Branch:	Executive/ Office of Environmental Farming and Innovation	Organization:	Resource Conservation District of Greater San Diego County
Address:	1220 N Street, Room 161-1	Address:	11769 Waterhill Road
City/State/Zip:	Sacramento CA 95814	City/State/Zip:	Lakeside, CA 92040
Phone:		Phone:	619-562-0096
Email Address:	CDFA.OEFI_CSA_TA@cdfa.ca.gov	Email Address:	joel.kramer@rcdsandiego.org

FISCAL CONTACT FOR RECIPIENT (if different from above):	
Name:	Chris Kelley
Organization:	Resource Conservation District of Greater San Diego County
Address:	11769 Waterhill Road
City/State/Zip:	Lakeside, CA 92040
Phone:	619-562-0096
Email Address:	chris.kelley@rcdsandiego.org

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

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

27. Grant Procedures Manual

The Recipient agrees to abide by all requirements and restrictions provided in the Grant Procedures Manual incorporated with this Agreement as an attachment.

28. Executive Order N-6-22 Russia Sanctions

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

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

CDFA Climate Smart Agriculture Technical Assistance Scope of Work

Background

[Assembly Bill 2377 \(Irwin, 2018\)](#) establishes a technical assistance grant program to provide funds to Technical Assistance Providers (TAPs) to assist the applicants and awardees of several of CDFA's Climate Smart Agriculture (CSA) programs. The CSA Technical Assistance Grant Program is designed to provide technical assistance to individual farmers and ranchers who are interested in applying for or have received incentive awards from CDFA's Alternative Manure Management Program (AMMP), Healthy Soils Program (HSP) and State Water Efficiency and Enhancement Program (SWEEP).

- The AMMP provides financial assistance for the implementation of non-digester manure management practices in California, which will result in reduced greenhouse gas emissions.
- The HSP Incentives Program provides financial incentives to California growers and ranchers to implement conservation management practices that sequester carbon, reduce atmospheric greenhouse gases (GHGs), and improve soil health.
- SWEEP provides financial incentives for California agricultural operations to invest in irrigation systems that reduce GHG emissions and save water.

Project Information

Awardee Name: Resource Conservation District of Greater San Diego County

Award Amount: \$202,677.06

Project Title: Technical Assistance to Support CDFA Climate Smart Agriculture projects.

Climate Smart Agriculture Program(s) to be Served: Healthy Soils Program and State Water Efficiency and Enhancement Program

Service Area: San Diego County

Languages in which TA will be provided in addition to English: Spanish

Commitment to expending at least 25% of the awarded funds to assisting Socially Disadvantaged Farmers and Ranchers? Yes

Requirements

The Recipient will:

- Prioritize assistance to Socially Disadvantaged Farmers and Ranchers (SDFRs)¹, and farms and ranches that are five hundred acres or less.
- Provide technical assistance to CSA applicants without any additional cost to the applicant. Outreach materials prepared by the technical assistance provider must indicate that the assistance is free to the applicant and no additional fees or costs will be imposed.
- Declare any conflicts of interests including sponsorship or funding by any corporation that may profit from CDFA's CSA incentive programs.
- Attend a CDFA-hosted annual meeting for providing feedback and continuous improvement of CDFA's CSA incentives programs.

Restrictions

- Technical assistance providers may not require applicants to include specific brands or contractors' products in project designs.

Work Plan Objectives and Activities

Objective 1: Pre-Award Technical Assistance Activities

- HSP Objective 1, Activity 1 (H1.1)
Outreach Coordinator and Technical Assistant will connect with up to 100 farmers and ranchers about the grant opportunity and grant application workshops through newsletters, social media, partner networks, and direct calls or emails. Bilingual RCDGSDC agricultural team staff and/or a third-party translator will support with Spanish translation and outreach. Outreach will be conducted in Q4 of 2023 through Q1 of 2024, prior to and throughout the open application window. Exact timeline dependent on award date.
- HSP Objective 1, Activity 2 (H1.2)

¹ Socially Disadvantaged Farmers and Ranchers (SDFRs) (Defined by The Farmer Equity Act of 2017) - a farmer or rancher who is a member of a socially disadvantaged group. "Socially disadvantaged group" means a group whose members have been subjected to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. These groups include all of the following: (1) African Americans (2) Native American Indians (3) Alaskan Natives (4) Hispanics (5) Asian Americans (6) Native Hawaiians and Pacific Islanders.

Outreach Coordinator will organize and host 2 application workshops, one in English and one in Spanish, in Q1 of 2024. Bilingual RCDGSDC agricultural team staff and/or a third-party translator will support with Spanish instruction.

- HSP Objective 1, Activity 3 (H1.3)
Outreach Coordinator, Technical Assistant and/or higher education interns from local colleges will provide direct one-on-one application assistance for up to 8 applicants in Q1 of 2024, including three SDFR applicants and two Spanish-speaking applicants.

Estimate the number of individuals that will be provided HSP Pre-Award Assistance: 8

- SWEEP Objective 1, Activity 1 (S1.1)
Outreach Coordinator will connect with up to 50 farmers and ranchers about the grant opportunity and grant application workshop through targeted communication based on existing outreach databases in communities of greatest need. Bilingual RCDGSDC agricultural team staff and/or a third-party translator will support with Spanish translation and outreach. Outreach will be conducted in Q4 of 2023 through Q1 of 2024, prior to and throughout the open application window. Exact timeline dependent on award date.
- SWEEP Objective 1, Activity 2 (S1.2)
Outreach Coordinator will organize and host one application workshop in English in Q1 of 2024. Bilingual RCDGSDC agricultural team staff and/or a third-party translator will support with Spanish instruction and materials will be translated to Spanish as needed.
- SWEEP Objective 1, Activity 3 (S1.3)
Conservation Advisor will provide direct one-on-one application assistance for up to 12 applicants in Q1 of 2024, including six SDFR applicants and three Spanish-speaking applicants.

Estimate the number of individuals that will be provided SWEEP Pre-Award Assistance: 12

Objective 2: Project Implementation Technical Assistance Activities

- HSP Objective 2, Activity 1 (H2.1)
RCDGSDC agricultural team will provide conservation practice guides and resources in English and Spanish for awardees. Bilingual RCDGSDC agricultural team staff and/or a third-party translator will support with

Spanish translation. Implementation resources will be provided upon notice of award (Q2 of 2024) and as needed throughout grant term.

- HSP Objective 2, Activity 2 (H2.2)
Outreach Coordinator will determine the equipment and labor needs of grant recipients, and work with regional networks to ensure they have the resources they need to efficiently implement practices. Survey of equipment and labor needs will be discussed in the application phase (Q1 of 2024), to ensure feasibility, and if awarded, will continue immediately after receiving notice of award (Q2 of 2024).
- HSP Objective 2, Activity 3 (H2.3)
Outreach Coordinator will support grant recipient with quarterly administrative check-ins to ensure they are pursuant to all grant reporting and monitoring requirements.

Estimate the maximum number of individuals that will be provided HSP
Implementation TA: 5

- SWEEP Objective 2, Activity 1 (S2.1)
Conservation Advisor will determine the equipment and labor needs of grant recipients, and work with regional networks to ensure they have the resources they need to efficiently implement practices. Survey of equipment and labor needs will be discussed in the application phase (Q1 of 2024), to ensure feasibility, and if awarded, will continue immediately after receiving notice of award (Q2 of 2024).
- SWEEP Objective 2, Activity 2 (S2.2)
Conservation Advisor will support grant recipient with quarterly administrative check-ins to ensure that activities are executed according to all grant reporting and verification requirements.

Estimate the maximum number of individuals that will be provided SWEEP
Implementation TA: 8

Objective 3: Project Verification for HSP and/or SWEEP

- HSP Objective 3 (H3)
H3. Activity 1: Outreach Coordinator, Technical Assistant and/or higher education interns from local colleges will conduct soil samples prior to practice implementation (Q2 of 2024), and 1 soil sample for each grant year throughout the grant duration.

H3. Activity 2: Outreach Coordinator and Technical Assistant will support with annual practice verification including site visits and/or review of

photos/documents prior to submission to CDFA. Timeframe will vary based on each awardee. Verification documents will be maintained for three years post-grant expiration.

- SWEEP Objective 3 (S3)
S3. Activity 1. Conservation Advisor will verify project implementation (Q2 of 2024) for up to two visits per farm, including review of photos/documents prior to submission to CDFA. Timeframe will vary based on each awardee. Verification documents will be maintained for three years post-grant expiration.

Objective 4: Other Activities

- HSP Objective 4, Activity 1 (H4.1): Provide HSP relevant technical training to agricultural operation staff.
Bilingual RCDGSDC staff and/or third-party translators will provide relevant technical training for implementation of grant funded practices to Spanish speaking agricultural operation staff. Timeframe will vary based on each awardee and as needed.
- HSP Objective 4, Activity 2 (H4.2): Prepare compelling case studies noting outcomes and benefits of HSP grants.
Outreach Coordinator and Technical Assistant will prepare two case studies highlighting project successes to inspire and guide future applicants from the region regarding the benefits of Healthy Soils funding. Case studies will be prepared in Year 3 of the project period.
- HSP Objective 4, Activity 3 (H4.3): Consult with farmers and ranchers who did not receive funding in previous solicitations and advise them on ways to improve their applications.
N/A
- HSP Objective 4, Activity 4 (H4.4): Obtain training related to soil health practices for personnel working on the technical assistance grant.
RCDGSDC agricultural staff will obtain training related to soil health practices and/or technical assistance to enhance our capacity to serve producers in our region. Timeframe is unknown and will be pursued as educational opportunities arise within grant duration.
- SWEEP Objective 4, Activity 1 (S4.1): Provide SWEEP relevant technical training to agricultural operation staff.
N/A
- SWEEP Objective 4, Activity 2 (S4.2): Prepare compelling case studies noting outcomes and benefits of SWEEP grants.

Outreach Coordinator and Conservation Advisor will prepare at least two case-studies highlighting project successes to inspire and guide future applicants from the region regarding the benefits of SWEEP funding. Case studies will be prepared in Year 3 of the project period.

- SWEEP Objective 4, Activity 3 (\$4.3): Consult with farmers and ranchers who did not receive funding in previous solicitations and advise them on ways to improve their applications.

N/A

- SWEEP Objective 4, Activity 4 (\$4.4): Obtain training related to irrigation practices for personnel working on the technical assistance grant. RCDGSDC agricultural staff will obtain training related to irrigation practices and/or technical assistance to enhance our capacity to serve producers in our region. Participation in trainings will occur annually or as educational opportunities become available within the grant period.

Budget

The total budget for this grant agreement shall not exceed \$202,677.06, which includes maximum indirect costs.

Category	Name	Cost	Narrative
A. Salary and Wages (HSP)	Chris Kelley - Director of Finances	\$8,716.93	Oversees finances and financial reporting. Charged at an hourly rate of \$54.48.
A. Salary and Wages (HSP)	Codi Hale - Outreach Coordinator	\$22,202.32	Primary grant manager responsible for reporting, outreach, coordinating pre and post grant technical assistance, training and project verification. Charged at an hourly rate of \$33.61.
A. Salary and Wages (HSP)	Elizabeth Garcia - Technical Assistant	\$5,524.50	Supports with outreach, pre and post grant technical assistance, training and project verification. Bilingual services for applicant support. Charged at an hourly rate of \$27.62.
A. Salary and Wages (HSP)	Joel Kramer - Agricultural Specialist	\$15,721.92	Supports with grant management, training and project verification. Bilingual services for applicant

			support. Charged at an hourly rate of \$43.67.
A. Salary and Wages (SWEEP)	Chris Kelley - Director of Finances	\$8,716.93	Oversees finances and financial reporting. Charged at an hourly rate of \$54.48.
A. Salary and Wages (SWEEP)	Codi Hale - Outreach Coordinator	\$4,435.94	Conducts outreach and coordinates application workshop. Charged at an hourly rate of \$33.61.
A. Salary and Wages (SWEEP)	Gregg Cady - Conservation Advisor	\$26,346.79	Primary grant manager responsible for application assistance, project verification, reporting and training. Charged at an hourly rate of \$43.33.
A. Salary and Wages (SWEEP)	Joel Kramer - Agricultural Specialist	\$13,450.98	Supports with grant management, training and project verification. Bilingual services for applicant support. Charged at an hourly rate of \$43.67.
B. Fringe Benefits (HSP)	Chris Kelley - Director of Finances	\$4,358.47	Director of Finances @ 50% of hourly rate.
B. Fringe Benefits (HSP)	Codi Hale - Outreach Coordinator	\$11,101.13	Outreach Coordinator @ 50% of hourly rate.
B. Fringe Benefits (HSP)	Elizabeth Garcia - Technical Assistant	\$2,762.25	Technical Assistant @ 50% of hourly rate. Bilingual services for applicant support.
B. Fringe Benefits (HSP)	Joel Kramer - Agricultural Specialist	\$7,860.96	Agricultural Specialist @ 50% of hourly rate. Bilingual services for applicant support.
B. Fringe Benefits (SWEEP)	Chris Kelley - Director of Finances	\$4,358.47	Director of Finances @ 50% of hourly rate.
B. Fringe Benefits (SWEEP)	Codi Hale - Outreach Coordinator	\$2,217.97	Outreach Coordinator @ 50% of hourly rate.

B. Fringe Benefits (SWEEP)	Gregg Cady - Conservation Advisor	\$13,173.40	Conservation Advisor @ 50% of hourly rate.
B. Fringe Benefits (SWEEP)	Joel Kramer - Agricultural Specialist	\$6,725.49	Agricultural Specialist @ 50% of hourly rate. Bilingual services for applicant support.
C. Travel (HSP)	Travel - Technical Assistance	\$1,768.50	Mileage for one off-site workshop, multiple technical assistance site visits, 25 project verification farm visits and partner coordination meetings. Average 80 miles per trip charged at federal rate of \$0.655/mile.
C. Travel (HSP)	Travel - Training	\$800.00	Two training events outside of San Diego County including transportation and hotel for two nights.
C. Travel (SWEEP)	Travel - Technical Assistance	\$1,519.60	Mileage for off-site workshop, application assistance and project verification.
			Average 80 miles per trip charged at federal rate of \$0.655/mile.
C. Travel (SWEEP)	Travel - Training	\$1,200.00	Three training events outside of San Diego County including transportation and hotel for two nights.
E. Supplies (HSP)	Field Tablet	\$500.00	Field tablet for collecting data for application assistance and project verification off-site, including waterproof case.
E. Supplies (HSP)	Printing Costs	\$350.00	Printing of workshop materials, conservation practice guides and outreach resources, including Spanish language.

E. Supplies (HSP)	Soil Identification Kit	\$200.00	Calibrated soil identification kit for educational use during application phase.
E. Supplies (HSP)	Soil Sampling Supplies	\$250.00	Soil sampling equipment and maintenance to assist producers with sample collection upon request.
E. Supplies (HSP)	Workshop A/V Technical	\$150.00	Two lapel microphones and one laser pointer.
E. Supplies (SWEEP)	Printing Costs	\$75.00	Printing of workshop materials and outreach resources, including Spanish language.
F. Contractual (HSP)	Application Assistance Intern	\$2,160.00	Intern to provide assistance during initial field visits and with completion of digital applications, for 10 hours per week over 12 weeks (\$18/hr).
F. Contractual (HSP)	Verbal Translation	\$300.00	Up to four hours of live translation for Spanish speakers during application workshop by contractor.
F. Contractual (HSP)	Written Translation	\$650.00	Ten hours or twenty pages for outreach materials and instructional videos into Spanish by agricultural translation Contractor Life Translated.
F. Contractual (SWEEP)	Written Translation	\$1,300.00	Twenty hours for application materials and instructional videos by agricultural; Spanish translation Contractor Life Translated.
H. Indirect Cost (HSP)	Indirect Costs	\$17,075.40	20% indirect cost rate for grant administration, applied to direct expenses .
H. Indirect Cost (SWEEP)	Indirect Costs	\$16,704.11	20% indirect cost rate for grant administration, applied to direct expenses.
Total		\$202,677.06	

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 2023-19

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY TO SIGN A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA) FOR FUNDING THROUGH THE CLIMATE SMART AGRICULTURE TECHNICAL ASSISTANCE GRANT PROGRAM

WHEREAS, the Resource Conservation District of Greater San Diego County has been awarded a grant from the California Department of Food and Agriculture (CDFA) to provide technical assistance to San Diego County farmers and ranchers on the Healthy Soils Program and State Water Efficiency and Enhancement Program,

AND WHEREAS, the Resource Conservation District of Greater San Diego County has the capacity to implement the program under this Contract which has been approved by CARCD for the sum of \$202,677.06,

NOW, THEREFORE, BE IT RESOLVED that the RCD Board of Directors authorizes the Executive Director to sign the Agreement with CARCD on behalf of the RCDGSDC.

PASSED AND ADOPTED at the RCD regular meeting held on November 8, 2023 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Attest:

Marilyn Huntamer, Vice President

Ann Baldrige, Executive Director



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: November 8, 2023

Agenda Item 5-2: RCD Pay Scale and Compensation Policy

Discussion / History: The RCD has grown considerably over the past several years and the need has emerged to create a standardized scale to guide employee pay rates and pay increases. Staff have gathered examples from other RCDs and created a Pay Scale and accompanying Compensation Policy for the RCD of Greater San Diego County.

The Pay Scale and Compensation Policy outline the employment classifications within the RCD, the start and end wage for each classification as well as steps inbetween, and lays out how and when merit-based pay increases and cost of living adjustments are issued. This document will guide supervisors in supporting staff to grow in their roles and provides a clear process for implementing pay increases.

Financial Impact:

Staff Recommendation to Board: Staff requests that the Board approves the Pay Scale and Compensation Policy and authorizes staff to implement this into the RCD's portfolio of policies.

Employee Classification and Compensation Policies

As we continue to grow our staff and professionalize our agency, we have undertaken in this document to create a transparent system of job classifications, salary levels, clear steps to salary increases, as well as job descriptions to clarify performance expectations and define career paths to advancement within the organization. This compensation system aims to ensure equity among staff, ensuring that raises and salaries are transparent and nonbiased.

Issues addressed through a pay scale and employee classification system:

1. Define employee roles and responsibilities for each job classification.
2. Identify promotional opportunities. We endeavor to provide clear illustrations of how an employee may advance their career to increasingly responsible positions in the agency, and how they may advance their compensation through professional growth and positive performance.
3. At the Board's discretion, a COLA may be approved in a particular year. This will adjust the pay scale table across all job titles and steps using the following guideline: Inflation Based - Cost of Living Adjustments (COLAs), tied to the Social Security COLA determined by comparing the cost of goods and services in the third-quarter consumer price index with the previous year's third quarter (<https://www.ssa.gov/oact/cola/colaseries.html>).
4. The RCDGSDC recognizes and values the retention of experienced and highly qualified staff. To that end, our goal is to provide competitive salaries and benefit packages, better recognize employee contributions and encourage continuous staff professional development.
5. It is our purpose overall with these changes to foster a positive professional work environment that supports our mission and goals as an environmental organization serving San Diego County.

Employee Classifications:

We have created and defined employee classifications for RCD positions. Each classification has a level I and level II, to allow room for growth within a position.

Positions:

Executive Director I & II	Oversight and management of RCD and staff; Board liaison
Department Director I & II	Leads a department, responsible for departmental staff, grant management, program/project oversight, part of senior management team.
Program Manager I & II	Responsible for managing a program area, with two or more projects / grants (or other income stream), responsible for grant management and reporting of their programs / projects, supervises staff depending on departmental structure.

Program Coordinator I & II	Supports the coordination of programs and projects within their department, supports with grant management and reporting, may supervise interns.
Project Coordinator I & II	Supports the coordination of a specific project within their department, supports with grant / budget management and reporting, may supervise interns.
Technical Advisor I & II	Experienced and knowledgeable about subject matter; provides specialized technical assistance / advise to program participants.
Technical Assistant I & II	Staff that provide technical advice and services to program participants.
Educator I & II	Leads workshops, courses, field trips, or other educational activities targeted at youth and / or adults.
Farm Management I & II	Oversees WWF activities including staff and intern supervision, production, harvest, sales, facility maintenance and repairs, equipment care, animal care, budget review, etc.
Administrator I & II	Provides administrative support to the RCD.
Field Staff I & II	Works to support ag efforts at the farm and gardens.

Implementation of Pay Scale:

Each position level has within it seven steps that add a 3% increase at each step. Step increases are based upon satisfactory job performance as well as longevity. In general, a step increase will be given upon a satisfactory employee evaluation by the Executive Director or an employee's direct supervisor once annually. In certain cases, the Executive Director at their discretion may approve additional step increases in a year when the employee has performed well beyond expectations or has taken on significant new responsibilities.

In the event of a less than satisfactory evaluation, a step increase may be withheld until satisfactory performance is demonstrated. The Executive Director, along with the employee's direct supervisor if relevant, will outline a work plan for the employee which delineates specific performance expectations to be attained for a step increase.

A new employee will generally begin at step 1 of the job category. However, the Executive Director may in their discretion start the employee at a higher step based on their experience, licenses, certifications, and other relevant criteria. Upon reaching step 7 of Level II, any further increase in monetary compensation will be based upon Cost-of-Living Increases (COLAs) only. A

promotion to a higher job classification will be based not only upon employee performance but also upon agency staffing needs at that time.

Compensation adjustments are awarded at an employee's annual review and are effective as of that date. In the case of the Executive Director, compensation adjustments are dependent upon Board of Directors approval in a public meeting. Cost of Living Adjustments are made effective, at the Board's discretion, at the beginning of the calendar year. All compensation increases are budget dependent and may be postponed pending adequate agency funding.

Salary ranges and steps may be updated from time to time as the Executive Director and/or Board of Directors deem necessary and appropriate to keep pace with general inflation and competitive salary ranges in similar organizations.

RCD Pay Scale	Low Range	High Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
* Levels provide room for growth and expansion of responsibilities. Steps acknowledge growth and advancement within each level.									
Executive Director:									
Level 1	\$ 44.00	\$ 51.92	\$ 44.00	\$ 45.32	\$ 46.64	\$ 47.96	\$ 49.28	\$ 50.60	\$ 51.92
Level 2	\$ 51.92	\$ 61.27	\$ 51.92	\$ 53.48	\$ 55.04	\$ 56.59	\$ 58.15	\$ 59.71	\$ 61.27
Department Director:									
Level 1	\$ 40.00	\$ 47.20	\$ 40.00	\$ 41.20	\$ 42.40	\$ 43.60	\$ 44.80	\$ 46.00	\$ 47.20
Level 2	\$ 47.20	\$ 55.70	\$ 47.20	\$ 48.62	\$ 50.03	\$ 51.45	\$ 52.86	\$ 54.28	\$ 55.70
Program Manager:									
Level 1	\$ 28.00	\$ 33.04	\$ 28.00	\$ 28.84	\$ 29.68	\$ 30.52	\$ 31.36	\$ 32.20	\$ 33.04
Level 2	\$ 33.04	\$ 38.99	\$ 33.04	\$ 34.03	\$ 35.02	\$ 36.01	\$ 37.00	\$ 38.00	\$ 38.99
Program Coordinator:									
Level 1	\$ 26.00	\$ 30.68	\$ 26.00	\$ 26.78	\$ 27.56	\$ 28.34	\$ 29.12	\$ 29.90	\$ 30.68
Level 2	\$ 30.68	\$ 36.20	\$ 30.68	\$ 31.60	\$ 32.52	\$ 33.44	\$ 34.36	\$ 35.28	\$ 36.20
Project Coordinator:									
Level 1	\$ 21.00	\$ 24.78	\$ 21.00	\$ 21.63	\$ 22.26	\$ 22.89	\$ 23.52	\$ 24.15	\$ 24.78
Level 2	\$ 24.78	\$ 29.24	\$ 24.78	\$ 25.52	\$ 26.27	\$ 27.01	\$ 27.75	\$ 28.50	\$ 29.24
Technical Advisor:									
Level 1	\$ 34.00	\$ 40.12	\$ 34.00	\$ 35.02	\$ 36.04	\$ 37.06	\$ 38.08	\$ 39.10	\$ 40.12
Level 2	\$ 40.12	\$ 47.34	\$ 40.12	\$ 41.32	\$ 42.53	\$ 43.73	\$ 44.93	\$ 46.14	\$ 47.34
Educator:									
Level 1	\$ 19.00	\$ 22.42	\$ 19.00	\$ 19.57	\$ 20.14	\$ 20.71	\$ 21.28	\$ 21.85	\$ 22.42

Level 2	\$ 22.42	\$ 26.46	\$ 22.42	\$ 23.09	\$ 23.77	\$ 24.44	\$ 25.11	\$ 25.78	\$ 26.46
Technical Assistant:									
Level 1	\$ 22.00	\$ 25.96	\$ 22.00	\$ 22.66	\$ 23.32	\$ 23.98	\$ 24.64	\$ 25.30	\$ 25.96
Level 2	\$ 25.96	\$ 30.63	\$ 25.96	\$ 26.74	\$ 27.52	\$ 28.30	\$ 29.08	\$ 29.85	\$ 30.63
Farm Management:									
Level 1	\$ 23.00	\$ 27.14	\$ 23.00	\$ 23.69	\$ 24.38	\$ 25.07	\$ 25.76	\$ 26.45	\$ 27.14
Level 2	\$ 27.14	\$ 32.03	\$ 27.14	\$ 27.95	\$ 28.77	\$ 29.58	\$ 30.40	\$ 31.21	\$ 32.03
Administrator:									
Level 1	\$ 23.00	\$ 27.14	\$ 23.00	\$ 23.69	\$ 24.38	\$ 25.07	\$ 25.76	\$ 26.45	\$ 27.14
Level 2	\$ 27.14	\$ 32.03	\$ 27.14	\$ 27.95	\$ 28.77	\$ 29.58	\$ 30.40	\$ 31.21	\$ 32.03
Field staff:									
Level 1	\$ 18.00	\$ 21.24	\$ 18.00	\$ 18.54	\$ 19.08	\$ 19.62	\$ 20.16	\$ 20.70	\$ 21.24
Level 2	\$ 21.24	\$ 25.06	\$ 21.24	\$ 21.88	\$ 22.51	\$ 23.15	\$ 23.79	\$ 24.43	\$ 25.06



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: November 8, 2023

Agenda Item 5-3: Resolution 2023-20 – Declaration of a State of Emergency in the Tijuana River Valley

Discussion / History: Cross border pollution from inadequate sewage treatment infrastructure is a decades old issue. The ongoing sewage issue has resulted in beach closures, health hazards for local residents, and it has threatened the South Bay economy. The City of San Diego declared a local emergency because of the pollution in 1993 and it has remained in place since. In June of 2023 the Board of Supervisors voted unanimously to issue a declaration, and recently all 18 mayors in San Diego County sent a letter to Governor Newsom to ask him to declare of state of emergency over the ongoing sewage issue.

It is reported that the costs associated with responding to the cross-border pollution have exceeded \$20 million since 2010 and the costs are expected to increase. \$300 million of federal funds have been made available to upgrade the wastewater plant in San Ysidro but this is not enough. Many local legislators are calling on Gov Newsom to request an emergency or disaster declaration at the federal level, and are also asking the state to take more action to improve cross-border pollution. According to an article in the San Diego Union Tribune, a state of emergency could “could accelerate and simplify the bidding process for construction contracts and free up federal money for personnel, equipment and supplies.”

The Tijuana River Valley Community Garden and Wild Willow Farm are located along Tijuana River, into which untreated sewage flows during severe weather and are therefore impacted by cross-border pollution. The sewage odor is frequently present in the Tijuana River Valley, and heavy rain can lead to flooding, bringing contaminated water into these sites.

The Board of the RCD of Greater San Diego County agrees that the issues within the Tijuana River Valley need urgent attention and is issuing Resolution 2023-20 to Declare a State of Emergency.

Financial Impact:

Staff Recommendation to Board: It is recommended that the Board adopt Resolution 2023-20, a resolution of the Board of Directors of the Resource Conservation District of Greater San Diego County declaring a state of emergency in the Tijuana River Valley.

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 2023-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY DECLARING A STATE OF EMERGENCY IN THE TIJUANA RIVER VALLEY

WHEREAS, in 1993 the San Diego City Council declared a state of emergency due to cross-border pollution caused by flows of sewage, solid waste, and toxic sediment in the Tijuana River Valley; and

WHEREAS, in 2019 the San Diego City Council updated the state of emergency resolution due to the ongoing environmental impact of cross-border pollution; and

WHEREAS, in June of 2023 the San Diego County Board of Supervisors voted unanimously to issue a state of emergency declaration; and

WHEREAS, in September of 2023 the mayor of all 18 cities in San Diego County wrote a letter to Governor Gavin Newsom asking him to declare of state of emergency but he has yet to do so; and

WHEREAS, the public health and environmental impacts of the pollution are long standing and growing, threatening local residents, visitors, wildlife, the local ecosystem, and local economies; and

WHEREAS, the Resource Conservation District of Greater San Diego County manages two programs negatively impacted by this sewage pollution, exacerbated during seasonal flooding, which threaten staff members, the local ecosystem, and the community we serve.

NOW, THEREFORE, BE IT RESOLVED:

1. That the circumstances regarding the cross-border sewage pollution issues described in the Resolution herein constitute an emergency condition; and
2. The Executive Director is hereby authorized to furnish information and to take all actions necessary to implement preventive measures to protect and preserve the public and staff within the scope of the local emergency hereby declared.

PASSED AND ADOPTED at the RCD regular meeting held on November 8, 2023 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Attest:

Marilyn Huntamer, Vice President

Ann Baldrige, Executive Director



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: November 8, 2023

Agenda Item 5-4: Foodshed Producer Membership

Discussion / History: Foodshed is a farmer owned and operated cooperative working to cultivate an equitable food system in San Diego County while addressing the challenges posed by the climate crises. Founded in March 2020, Foodshed increases access to healthy food, addresses food insecurity in lowincome communities and empowers small farmers to produce quality harvests.

Foodshed supports small farmers in several ways. They are a produce aggregator, buying from San Diego farms and distributing that produce to consumers via a Community Supported Agriculture program and at their City Heights warehouse. Through grant funding, they are working to incentivize farmers to use regenerative agriculture practices (Carbon Sink Incentive Program) and to build a more equitable structure for the amount of money farmers receive for their produce. Wild Willow Farm has participated in the Carbon Sink Incentive program for the past couple of years, and grow select crops for Foodsheds CSA program.

Foodshed is now inviting farmers to join their cooperative as Producer Members. To join, members must pay a one-time fee of \$500 and agree to the obligations outlined in the attached Producer Membership Agreement document. This document also outlines several rights of Producer Members, including access to resources offered through Foodshed's Farmer Resource Hub and governance and patronage rights, as specified in the attached Foodshed Patronage Allocation Policy. The Foodshed By-Laws are also included in this agenda packet.

Financial Impact: Cost of the \$500 membership fee and potential to receive patronage allocations in the future.

Staff Recommendation to Board: Staff considers this a good opportunity to support San Diego County agriculture and to strengthen Wild Willow Farm through guaranteed produce sales and connection with other farms and farmer resources.

**BYLAWS OF
FOODSHED COOPERATIVE INC**

Adopted on _____

Secretary's Initials _____

Table of Contents

Table of Contents	2
ARTICLE 1. PLACE OF BUSINESS AND GOVERNING PRINCIPLES	5
Section 1.01 - Place of Business	5
Section 1.02 - Points of Unity and Three Pillars	5
Section 1.03 - Governing Principles	6
1st Principle: Voluntary and Open Membership	6
2nd Principle: Democratic Member Control	6
4th Principle: Autonomy and Independence	6
5th Principle: Education, Training and Information	6
6th Principle: Cooperation among Cooperatives	6
7th Principle: Concern for Community	6
ARTICLE 2. MEMBERSHIP	6
Section 2.01 - Membership Rights	9
Section 2.02 - Membership Groups and Qualifications	9
Section 2.03 - Membership Application	9
Section 2.04 - Membership Fee	9
Section 2.05 - Acceptance of Members	10
Section 2.06 - Transfers Prohibited	10
Section 2.07 - Bylaws and Articles to Prospective Members	10
Section 2.08 - Members and Shareholders	10
Section 2.09 - Requirement to Maintain Active Status	10
Section 2.10 - No Dissenter's Rights	11
ARTICLE 3. INVESTMENT STOCK	11
Section 3.01 - Investment Stock Terms	11
Section 3.02 - Record of Shareholders	11
Section 3.03 - Stock Uncertificated.	11
ARTICLE 4. TERMINATION OF MEMBERSHIP	11
Section 4.01 - Voluntary Withdrawal	11
Section 4.02 - Death or Dissolution	11
Section 4.03 - Termination of Membership	12
Section 4.04 - Settlement of Membership Interest	12
ARTICLE 5. CIRCLE OF ALL MEMBERS MEETINGS AND MEMBERS	12
Section 5.01 - Location	12
Section 5.02 - Regular Annual Meetings	13
Section 5.03 - Special Meetings	13
Section 5.04 - Time for Notice of Meetings	13
Section 5.05 - Method of Giving Notice	13
Section 5.06 - Record Date for Notice	13
Section 5.07 - Contents of Notice	13
Section 5.08 - Meetings Held Without Proper Notice.	14
Section 5.09 - Quorum at Meeting	14

Section 5.10 - Loss of Quorum at Meeting	14
Section 5.11 - Adjournment for Lack of Quorum	14
Section 5.12 - Adjourned Meetings	14
Section 5.13 - Voting of Memberships	14
Section 5.15 - Use of Written Ballots at Meetings	15
Section 5.16 - Contents of Written Ballot Used at Meeting	15
Section 5.17 - Action by Ballot Without Meeting	15
Section 5.18 - Written Ballot Used Without Meeting	15
Section 5.19 - Solicitation of Written Ballots	16
Section 5.20 - Withholding Vote	16
Section 5.21 - Member proposals to the Board	16
Section 5.22 - Appointment of Inspectors of Election	16
Section 5.23 - Duties of Inspectors of Election	16
ARTICLE 6. DIRECTORS	16
Section 6.01 – Number, Terms used, Composition, Initial Board	16
Section 6.02 – Qualifications for Directors	17
Section 6.03 - Nomination	17
Section 6.04 - Election	18
Section 6.05 - Terms of Office	18
Section 6.06 - Compensation	18
Section 6.07 - Call of Meetings	18
Section 6.08 - Place of Meetings	18
Section 6.09 - Presence at Meetings	18
Section 6.10 - Regular Meetings	18
Section 6.11 - Special Meetings; Notice	18
Section 6.12 - Quorum at Meetings	19
Section 6.13 - Acts of Board of Directors at Meetings	19
Section 6.14 - Adjournment of Meetings	19
Section 6.15 - Action Without Meetings	19
Section 6.16 - Board Policy and Procedures	19
Section 6.17 - Standing Committees - Executive Committees	19
Section 6.18 - Resignation of Directors	20
Section 6.19 - Removal of Elected Directors	20
Section 6.20 - Cause of Vacancies on Board of Directors	20
Section 6.21 - Declaration of Vacancies	20
Section 6.22 - Filling Vacancies on Board of Directors	20
Section 6.23 - Powers of the Board of Directors	20
ARTICLE 7. OFFICERS	20
Section 7.01 - Titles	20
Section 7.02 - Appointment and Resignation	21
ARTICLE 8. CORPORATE RECORDS AND REPORTS	21
Section 8.01 - Required Records	21
Section 8.02 - Annual Report	21

Section 8.03 - Annual Statement of Transactions and Indemnification	21
ARTICLE 9. INSPECTION RIGHTS	21
Section 9.02 - Articles and Bylaws	22
Section 9.03 - Books and Records	22
Section 9.04 - Inspection of Membership List	22
ARTICLE 10. FINANCIAL PROVISIONS	22
Section 10.01 – Cooperative Operation	22
Section 10.02 - Definitions	22
Section 10.03 – Retained Earnings	24
Section 10.04 - Net Proceeds Distribution Obligation	24
Section 10.05 – Member Accounts and Written Notice of Allocation	25
Section 10.06 - Members Agree to Declare Income for Tax Purposes	25
Section 10.07 - Dividend Allocation Rule	25
Section 10.08 – Treatment of Losses	25
Section 10.09 – Priority of Payments	26
Section 10.10 – Periodic Redemption of Member Accounts.	23
Section 10.11 – Deemed Liquidation Event/Distributions	26
Section 10.12 - Unclaimed Equity Interests	27
ARTICLE 11. BYLAW AMENDMENTS	27
Section 11.01 - Bylaw Amendments by the Board of Directors	27
Section 11.02 - Bylaw Amendments by the Members	27
Certificate of Secretary	27

ARTICLE 1. PLACE OF BUSINESS AND GOVERNING PRINCIPLES

Section 1.01 - Place of Business

The principal offices of this Corporation (the “Cooperative”) shall be located in San Diego County, California.

Section 1.02 - Points of Unity and Three Pillars

POINTS of UNITY

Farmer-owned. Foodshed is a California Cooperative controlled by members who must be owners of an independent, commercial farm business and/or employees of the cooperative. We cooperate to produce, harvest and distribute our fruits, vegetables, and value-added products in a way that enhances the viability of our independent operations and builds equity through increased ownership of the local food supply chain.

Cooperatively operated. Foodshed farmers are committed to the success of each other’s farm businesses. Towards that end, we increase our potential to cooperatively purchase and share equipment, collaborate on an annual crop plan,, collectively seek technical assistance and public/private investment, and work together to enhance our regenerative farming practices.

Regenerating Agri-culture. Foodshed invests in farmer-led research and implementation projects that regenerate soil and integrate traditional ecological knowledge.

Fostering Interdependence. Creating Foodshed was our strategy to offset the worst impacts of the impending climate crisis. We must act now to reduce our dependence on oppressive and harmful systems and co-create livelihoods based on interdependence.

Committed to equity. Foodshed prioritizes purchasing from BIPOC farmers and distributing to underserved communities. We are committed to equity in our leadership and will always have a majority BIPOC as shareholders and employees.

Uplift Beginning Farmers. A healthy future depends on a diversity of new stewards launching successful farm businesses. Foodshed is committed to supporting, purchasing from and learning alongside beginning farmers.

Section 1.03 - Governing Principles

The business of the Cooperative will be guided by the following principles:

- 1) Create a community food system that is safe, nurturing, and sustainable;
- 2) Care for the Workers by paying a living wage and democratic-ownership of the company;
- 3) Care for the Producers by enabling them to receive a sustainable price for their production;
- 4) Care for the land and our watersheds, and to establish a lasting relationship to our local bioregions.

The Articles of Incorporation of the Cooperative, these Bylaws, and any applicable law controls the Cooperative’s operations; however the Cooperative supports the cooperative principles adopted in 1995 by the International Cooperative Alliance and subsequent revisions thereof, modified as follows:

1st Principle: Voluntary and Open Membership

Cooperatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

2nd Principle: Democratic Member Control

Cooperatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. People serving as elected representatives are accountable to the membership.

3rd Principle: Member Economic Participation

Members contribute equitably to, and democratically control, the capital of their cooperative. At least part of that capital is usually the common property of the cooperative. Members usually receive limited return, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their cooperative, possibly by setting up reserves; benefiting members in proportion to their transactions with the cooperative; and supporting other activities approved by the membership.

4th Principle: Autonomy and Independence

Cooperatives are autonomous, self-help organizations controlled by their members. If they enter into agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their cooperative autonomy.

5th Principle: Education, Training and Information

Cooperatives provide education and training for their members, elected representatives, managers, and employees so they can contribute effectively to the development of cooperatives, and inform the general public - particularly young people and opinion leaders - about the nature and benefits of cooperation.

6th Principle: Cooperation among Cooperatives

Cooperatives serve their members most effectively and strengthen the cooperative movement by working together through local, national, regional and international structures.

7th Principle: Concern for Community

Cooperatives work for the sustainable development of their communities through policies approved by their members.

ARTICLE 2. MEMBERSHIP

Section 2.01 - Membership Rights

- a) Membership entitles a Member to one (1) vote in the affairs of the Cooperative, irrespective of the total number of shares of stock a Member owns; and to all the rights of Membership as described by applicable law, the Articles of Incorporation, these Bylaws, the applicable membership agreements.
- b) All meetings of the Board of Directors shall be open to all Members, except those meetings (or portions of meetings) provided for in Section 6.11.

Section 2.02 - Membership Groups and Qualifications

- a) The Cooperative shall have two groups of Members: Producer Members and Worker Members.
- b) Producer Member Qualifications. Application for Producer Membership in the Cooperative shall be open to any entity that meets the qualifications as outlined in the Producer Member Agreement.
- c) Worker Member Qualifications. All employees of the Cooperative are eligible to apply for Worker Membership after meeting the qualifications outlined in the Worker Member Agreement.

Section 2.03 - Membership Application

Any qualified person or entity may become and remain a Member of this Cooperative by:

- a) Complying with such uniform conditions as may be prescribed by the Board of Directors in the membership agreements;
- b) Submitting a written application for admission on the form prescribed by the Board of Directors; and
- c) Being accepted according to the provisions of 2.05(a), in the case of Producer Members, or 2.05(b) in the case of Worker Members.

Section 2.04 - Membership Fee

Upon joining the Cooperative, Producer Members and Worker Members shall pay a one-time Membership fee, deemed an equity contribution, in the amounts specified in their respective Membership Agreements and as set from time to time by the Board of Directors. Members may pay such fees in installments. No patronage shall be paid out to Members, however, until each Member's Membership Fee is paid in full. The Membership Fee must be paid within ~~6-10~~ months of joining the Cooperative.

Section 2.05 - Acceptance of Members

- a) Producer Memberships. Applications for Producer Membership shall be accepted and reviewed within the annual application window as detailed in the [New Membership Policy](#). Applications shall be reviewed by the Board of Directors or by a Committee of the Board of Directors created for that purpose (pursuant to Section 6.17 of these Bylaws). The application shall be accepted OR rejected by the Cooperative in writing within 30 days of the close of the application window as detailed in the [New Membership Policy](#). If accepted, the applicant shall be admitted to Membership and shall be allowed to vote and hold office. If rejected, the applicant may reapply during the next application window, if they meet the eligibility requirements.
- b) Worker Memberships. Applications for Worker Membership shall be accepted and reviewed within the annual application window as detailed in the New Membership Policy. Applications shall be reviewed by the Board of Directors or by a Committee of the Board of Directors created for that purpose (pursuant to Section 6.17 of these Bylaws). The application shall be accepted OR rejected by the Cooperative in writing within 30 days of the close of the application window as detailed in the New Membership Policy. If accepted, the applicant shall be admitted to Membership and shall be allowed to vote and hold office. If rejected, the applicant may reapply during the next application window if they meet the eligibility requirements.

Commented [1]: Can an individual hold both a Producer and Worker membership?

Section 2.06 - Transfers Prohibited

No Member may transfer their Membership or any right arising therefrom. Any transfer of ownership of a legal entity or corporate Member will be considered a transfer of Membership in the Cooperative and such transfer must be **submitted in writing and approved in writing by the Board of Directors**. Any attempted transfers not approved by the Board of Directors shall be void.

Commented [2]: so there can be transfers?

Commented [3R2]: The first and second sentences seem to be in contradiction. We do not want transfers.

Section 2.07 - Bylaws and Articles to Prospective Members

Each prospective Member, upon application for Membership, shall receive a copy of the Articles of Incorporation, Bylaws, and Membership Agreement of the Cooperative.

Section 2.08 - Members and Shareholders

The term "Member" refers to "Members" described in this Article 2, without distinction between Worker Member or Producer Member. The term "Shareholder" refers to holders of Investment stock described in Article 3 of these Bylaws.

Section 2.09 - Requirement to Maintain Active Status

- a) All members shall maintain active membership status.
- b) Producer Members. To maintain active membership status, a Producer Member must maintain all qualifications as outlined in the Producer Member Agreement.
- c) Worker Members. To maintain active membership status, a Worker Member must maintain all qualifications as outlined in the Worker Member Agreement.

Section 2.10 - No Dissenter's Rights

Commented [4]: Can lawyers please explain this one.

Neither a Member nor a Shareholder of the Cooperative shall have dissenter's rights as otherwise may be provided under applicable law.

ARTICLE 3. INVESTMENT STOCK

Section 3.01 – Investment Stock Terms

The Articles of Incorporation authorize the to issue investment shares. The following apply to shares of investment stock and investment shareholders:

- a) Transfer Restrictions. The investment stock shall be non-transferable, except as provided in the Subscription Agreement between the Cooperative and the Holder thereof.
- b) No Voting Rights. The investment shareholders shall have no voting rights, except as required by law or as specified in the resolution authorizing the preferred stock of any series with respect to matters that would have a material adverse effect on the rights or preferences of the preferred stock.
- c) Dividend Limitation. Dividends on shares of preferred stock shall not exceed eight percent (8.0%) per annum.
- d) Dissolution Preference Rights. The investment shareholders shall have preference rights upon dissolution of the Cooperative as set forth in Article 10 hereof.

Section 3.02 – Record of Shareholders

A record of all holders of preferred stock issued by the Cooperative shall be kept and maintained by the Cooperative. Lists of stockholders shall be prepared and maintained by the Secretary of the Cooperative in connection with any meetings or other action by stockholders as required by law.

Section 3.03 – Stock Uncertificated.

Shares of the Cooperative's stock shall be uncertificated.

Section 3.04 - Insolvency Delay

The Cooperative shall delay the redemption or purchase of Shares as described in any subscription agreements between the Cooperative and the Holder of the Shares thereof, if the Cooperative, in making such redemption or purchase is, or as a result thereof would be, likely to be unable to meet its liabilities (except those whose payment is otherwise adequately provided for) as they mature.

ARTICLE 4. TERMINATION OF MEMBERSHIP

Section 4.01 - Voluntary Withdrawal

A Member shall have the right to resign from the Cooperative and terminate their Membership by filing with the Secretary of the Cooperative a written notice of resignation. The resignation shall become effective immediately without any action on the part of the Cooperative.

Section 4.02 - Death or Dissolution

A Membership shall immediately terminate upon the death or dissolution of a Member.

Section 4.03 - Termination of Membership

- a) The Board may terminate a Membership by resolution adopted by a majority vote of all Directors for:
 - i. Failure to maintain Membership qualifications;
 - ii. Failure to comply with the Bylaws, rules or regulations of the Cooperative;
 - iii. Failure to pay the required Membership fees;
 - iv. Any other justifiable reason.

Commented [5]: Can individual farmers choose to purchase an investment share in addition to their separate producer membership? In general, what rights do investments owners share? What benefits can an investor expect?

Commented [6R5]: My understanding is that we need to define the benefits. Do we do it in the bylaws, or is there a separate Investment Member Agreement that we can reference/create downstream?

Commented [7]: Can we add a requirement to make investment owners and the amount of their investment transparent to all member classes? How would we word that?

Commented [8]: How does this apply in the case of a farm entity as the producer member?

- b) Termination shall become effective immediately on adoption of the resolution, provided that the notice requirements set out in this section have been met, unless the Board of Directors shall, in the resolution, fix another time. Following termination, the name of the former Member shall be stricken from the Membership register and all of their rights shall cease except as provided in Section 4.04 of these Bylaws.
- c) Notice: Prior to termination of a Membership, the Board of Directors shall give the Member at least fifteen (15) days' prior notice of the proposed termination, including the reasons for termination of Membership. The Member shall have the opportunity to be heard, orally and in writing, not less than five (5) days before the Board votes on the proposal to terminate their Membership.
- d) The notice required, pursuant to subsection (c) of this section of these Bylaws, may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the last known address of the Member shown on the Cooperative's records.

Commented [9]: can this be 'or' instead of 'and'

Section 4.04 - Settlement of Membership Interest

If a Membership is terminated for any reason set forth in this Section 4 of these Bylaws, the Membership interest(s) held by the Member shall be purchased or redeemed by the Cooperative, subject to the time periods set forth in Section 4.03 of these Bylaws, within one (1) year of the date of termination; provided however, that the Cooperative shall have up to one (1) year to complete making payments to the Member or the Member's successor in interest. The Cooperative shall pay the full amount of any accrued patronage distributions, and the paid-up value of the Member's share(s), as of the date of termination. If the purchase has not been completed within one (1) year, the Cooperative shall commence paying interest in an amount equal to the US prime rate, as published in the Wall Street Journal, on the date closest to the first anniversary of the date of termination, on the value of any remaining patronage distributions or other interest purchased or redeemed by the Cooperative. The Board of Directors, in so settling the Member's share interest, shall have the right to set off any and all indebtedness of the Member to the Cooperative. The paid-up value of the Member's share interest is the monetary amount of such interest (including fractional shares) that the Member has been issued, any amounts paid to the Cooperative to purchase Membership interests, and any earned patronage that has not been distributed to Member.

Commented [10]: For Bylaws circle to consider adding something about conflict resolution/mediation. I found this example

Requirements of Membership and Orientation. Requirements of Membership are mandatory and necessary. All Members are owners of the Co-op and equally responsible for sustaining it. In the event there is an unavoidable conflict and a Member cannot fulfill a Requirement of Membership (as defined in the ASPCO Information for Prospective Members) the Member must give notice of the inability to fulfill the Requirement of Membership in advance by contacting a designated Board Member. The Board will offer an alternative Membership Requirement that the Board deems equal to the Membership Requirement that Member cannot fulfill. Member may either perform the alternative Membership Requirement or pay a fee set by the Board based upon what the Board determines to be fair in light of the unfulfilled Membership Requirement. Failure to notify the Board in advance, perform alternative Requirement of Membership or pay the fee can all result in expulsion from the Co-op. Members are required to participate in an initial orientation to ensure proper and safe use of all equipment before they are permitted independent access to the facilities and equipment.

Mediation. Member and ASPCO agree that any and all disputes arising from the Agreement will first be handled by mediation administered by a mediator to be mutually agreed upon by ASPCO and Member, before resorting to arbitration, litigation, or some other dispute resolution technique. In the event the parties are unable to agree on a mediator, mediation services shall be provided by Travis County Mediators. At the outset of any dispute, ASPCO and Member shall write down the issue that needs resolution and moving forward disputes shall be limited to the initial complaint written down, and neither party may add on additional grievances.

<https://aspc.org/membership-info/membership-agreement/>

Commented [11]: Can we delete this or is it a requirement to pay interest in this manner?

ARTICLE 5. MEMBERS MEETINGS AND MEMBERS

Section 5.01 - Location

- a) The primary purpose of Member meetings is to elect the Board of Directors of the Cooperative and approve the annual budget.
- b) Meetings of Members shall be held at a place designated by the Board of Directors, or by electronic transmission as specified in this section.
- c) If authorized by the Board of Directors in its sole discretion, and subject to the consent requirement of clause (b) of Section 20 of the California Corporations Code and such guidelines and procedures as the Board of Directors may adopt, members not physically present in person at a meeting of Members may, by electronic transmission by and to the Cooperative (as defined in sections 20 and 21 of the California Corporations Code) or by electronic video screen communication, participate in a meeting of Members, be deemed present in person, and vote at a meeting of members whether such meeting is to be held at a designated place or in whole or in part by means of electronic transmissions by and to the Cooperative or by electronic video screen communication.
- d) A meeting of the members may be conducted, in whole or in part, by electronic transmission by and to the Cooperative or by electronic video screen communication (1) if the Cooperative implements reasonable measures to provide Members a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to read or hear the proceedings of the meeting concurrently with such proceedings, and (2) if any Member votes or takes other action at the meeting by means of electronic transmission to the Cooperative or electronic video screen transmission, that a record of such vote or action is maintained by the Cooperative.

Section 5.02 - Regular Annual Meetings

A regular meeting of all Members, shall be held annually in November, at a place and time to be designated by the Board of Directors, for the purpose of transacting any proper business, including the election of Directors, that may come before the meeting.

Section 5.03 - Special Meetings

Special meetings of Members for any lawful purpose may be called by the Board of Directors, the President, or by a petition signed by at least five percent (5%) of the Members.¹ Directors' decision making process is specified in Article 6.

Commented [12]: Can we/should we increase this to 25%?

Section 5.04 - Time for Notice of Meetings

Whenever Members are required or permitted to take action at a meeting, a written notice of the meeting shall be given not less than ten (10) nor more than ninety (90) days before the date of the meeting to each Member who is entitled to vote on the record date for notice of the meeting. In the case of a special meeting of the Members, within forty-eight (48) hours after receipt of a written request, the Secretary shall cause notice to be given to the Members entitled to vote at a meeting that the meeting will be held at a time fixed by the Board of Directors not less than ten (10) nor more than ninety (90) days after receipt of the request.

Section 5.05 - Method of Giving Notice

- a) Notice of a meeting of the Members or any report shall be given personally, by electronic transmission by the Cooperative, or by mail or other means of written communication, addressed to the Member at the address of such Member appearing on the books of the Cooperative or given by the Member to the Cooperative for purpose of notice; or, if no such address appears or is given, at the place where the principal office of the Cooperative is located.
- b) Notice given by electronic transmission by the Cooperative shall be valid only if it complies with Section 20 of the California Corporations Code. Notwithstanding the foregoing sentence, notice shall not be given by electronic transmission by the Cooperative if the Cooperative is unable to deliver two consecutive notices to the Member by such means or if the inability to so deliver the notices to the Member becomes known to the Secretary, any Assistant Secretary, or other person responsible for the giving of such notice.
- c) If any notice or report addressed to a Member at the address of such Member appearing on the books of the Cooperative is returned to the Cooperative by the United States Postal Service marked to indicate that it is unable to deliver the notice or report to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Member upon written demand of the Member at the principal office of the Cooperative for a period of one year from the date of the giving of the notice or report to all other Members.

Section 5.06 - Record Date for Notice

The record date for determining the Members entitled to notice of any meeting of Members is thirty (30) days before the date of the meeting.

Section 5.07 - Contents of Notice

- a) The notice shall state the place, date, and time of the meeting as well as the means of any electronic transmission by and to the Cooperative (pursuant to Sections 20 and 21 of the California Corporations Code) or any electronic video screen communication by which Members may participate in such meeting.
- b) The notice of a regular meeting shall state any matters that the Board of Directors, at the time of giving notice, intends to present for action by the Members.
- c) The notice of a special meeting shall state the general nature of the business to be transacted.
- d) The notice of any meeting at which Directors are to be elected shall include the names of all nominees at the time of giving notice.

Section 5.08 - Meetings Held Without Proper Notice.

¹ See Cal. Corp. Code §12460(e).

- a) **Members not present:** The transactions of a meeting, whether or not validly called and noticed, are valid if a quorum is present and each of the absent Members who is entitled to vote, either before or after the meeting, signs either: a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.
- b) **Members present:** A Member's attendance at a meeting shall constitute a waiver of notice of and presence at the meeting, unless the Member objects at the beginning of the meeting. However, attendance at a meeting is not a waiver of any right to object to the form and contents of the notice, if such an objection is made at the meeting.

Section 5.09 - Quorum at Meeting

Members representing half (50%) of all Members shall constitute a quorum² of Members. Any amendment to these Bylaws to increase or decrease the quorum may be adopted only by approval of the Members. When a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting and entitled to vote shall be the act of the Members, unless provided otherwise by these Bylaws or applicable law.³ The only matters that may be voted upon at any regular or special meeting actually attended by less than one-third of the voting power, but where a quorum is present, are matters for which notice of their general nature was given pursuant to the first sentence of Section 5.04 of these Bylaws.

Commented [13]: regardless of class? ie. 50%+ of both classes overall but maybe not 50% of one of the classes?

Commented [14]: Is this high? Low?

Section 5.10 - Loss of Quorum at Meeting

Members present at a duly called or held meeting at which a quorum was present at the beginning of the meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if the action taken, other than adjournment, is approved by at least a majority of the Members required to constitute a quorum.

Section 5.11 - Adjournment for Lack of Quorum

In the absence of a quorum, any meeting of the Members may be adjourned by the vote of a majority of the votes represented in person, but no other business may be transacted except as provided in Section 5.10 of these Bylaws.

Section 5.12 - Adjourned Meetings

When a meeting of the Members is adjourned to another time or place, the time and place (or the means of any electronic transmission by and to the Cooperative or any electronic video screen communication by which members may participate) shall be announced at the original meeting and posted at the Cooperative's principal place of business. The Cooperative may transact any business at an adjourned meeting that has been resumed that could have been transacted at the original meeting. If the adjournment is for more than forty-five (45) days, or if a new record date is fixed, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting.

Section 5.13 - Voting of Memberships

- a) Each Member of the Cooperative is entitled to one (1) vote on each matter submitted to a vote of the Members.
- b) If two or more persons have the same fiduciary relationship respecting the same Membership, unless the Secretary is given written notice to the contrary, and furnished with a copy of the instrument or order appointing one of them as the voting member, the vote of first joint holder to vote will bind all.
- c) The record date for determining the Members entitled to vote at a meeting or cast written ballots is thirty (30) days before the date of the meeting or the day on which the first ballot is mailed or solicited.
- d) Cumulative voting shall not be permitted for any purpose.
- e) Voting by proxy shall not be permitted for any purpose.

² A "quorum" is the amount of stakeholders needed to conduct business, per the requirements in the Bylaws and applicable law.

³ California law waives quorum requirements in certain situations. See, for example, Cal. Corp. Code §12460(d).

Section 5.14 - Decisions reserved for the Members

The decisions listed in this Section, and any other decision where a Member vote is required by law, can only be made by a vote of the Members.

Co-op decisions that can only be made by a vote of the Members include:

- a) Changes to the Bylaws Article I, "Place of Business and Governing Principles";
- b) Borrowing money above \$50,000; or above \$150,000 to temporarily cover a secured, reimbursable grant expense;
- c) Dissolution of the entity; and
- d) The annual budget proposal for Distribution activities.

Section 5.15 - Use of Written Ballots at Meetings

A combination of written ballot and personal voting may be used at any regular or special meeting of Members, and may be used for the election of Directors. Prior to the meeting, the Board of Directors may authorize distribution of a written ballot to every Member entitled to vote. The ballots shall be distributed in a manner consistent with these Bylaws. The number of Members voting by written ballot shall be deemed present at a meeting for purposes of determining a quorum but only with respect to the proposed actions referred to in the ballots.

Section 5.16 - Contents of Written Ballot Used at Meeting

Any written ballot used at a meeting shall set forth the proposed action to be taken, provide an opportunity to specify approval or disapproval of the proposed action, and state that unless revoked by the Member voting in person at the meeting, the ballot will be counted if received by the Cooperative on or before the time of the meeting.

Section 5.17 - Action by Ballot Without Meeting

Any action that may be taken at any regular or special meeting, including election of Directors, may be taken without a meeting through distribution of a written ballot to every Member entitled to vote on the matter. If approved by the Board of Directors, such ballot and any related material may be sent by electronic transmission by the Cooperative (as defined in Section 20 of the California Corporations Code) and responses may be returned by electronic transmission to the Cooperative (as defined in Section 21 of the California Corporations Code). All Members must receive a minimum of 21 days advance notice of a proposed action so that a Member may participate in an election through retrieval of a paper ballot at the principal offices of the Cooperative and return the same by U.S. mail or by hand delivery to the principal office of the Cooperative. Members may also retrieve and return electronic transmissions by the Cooperative at the principal office.

The Secretary shall cause a vote of the Members to be taken by written ballot on any action or recommendation proposed in writing by at least twenty percent (20%) of the Members of each class.⁴

Section 5.18 - Written Ballot Used Without Meeting

- a) Any ballot used without a meeting shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Cooperative.
- b) The form of written ballot distributed to Members shall afford an opportunity to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time of distribution, to be acted on by the ballot. The form must also provide that whenever the person solicited specifies a choice with respect to any matter, the vote will be cast in accordance with that choice.
- c) A written ballot cannot be revoked. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Commented [15]: Should we have something in here about legal/liability decisions that could affect the coop?

⁴ See Cal. Corp. Code §12463(f).

Section 5.19 - Solicitation of Written Ballots

Ballots shall be solicited in a manner consistent with these Bylaws. The solicitations shall indicate the number of responses needed to meet the quorum requirement and specify the time by which the ballot must be received to be counted. Ballots other than for the election of Directors shall state the percentage of approvals necessary to pass the measure.

Section 5.20 - Withholding Vote

In an election of Directors, any form of written ballot which names the candidates for Director and which the Member has marked "Withhold" (or otherwise indicates that the authority to vote in the election of Directors is withheld) shall not be used for voting in that election, but may be included in determination of a quorum.

Commented [16]: Reviewed. Under what circumstances can a vote be withheld? By the Member only? By the Board?

Section 5.21 - Member proposals to the Board

Members may submit written proposals to the Board. The Board will decide whether or not to vote on member proposals, with the exception of any action or recommendation proposed in writing by at least twenty percent (20%) of the Members of each class, which shall be submitted to the full Membership for a vote as required by law (and as described elsewhere in this section).

Section 5.22 - Appointment of Inspectors of Election

In advance of any meeting of Members, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment. If inspectors are not appointed, or if any appointed persons fail to appear or refuse to act, the chairperson of the meeting may, and, on the request of any Member, shall, appoint inspectors at the meeting. No person may serve as an inspector in the same election in which they are a candidate for election.

Section 5.23 - Duties of Inspectors of Election

The inspectors shall determine the number of Memberships outstanding and the voting power of each, the number represented at the meeting, and the existence of a quorum. They shall receive votes, ballots, and consents, hear and determine all challenges and questions regarding the right to vote, count and tabulate all votes and consents, determine when the polls will close, and determine the result. They may do those acts which are proper to conduct the election or vote with fairness to all Members. The inspectors shall perform these duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical.

ARTICLE 6. DIRECTORS

Section 6.01 – Number, Terms used, Composition, Initial Board

- a) "Board" means the Board of Directors collectively, while "Director" and "Co-Directors" refer to persons serving on the Board of Directors in Officer Positions. Other Board of Directors members will be referred to as Board Members. "Producer Member Unit" means the Producer Members. "Worker Member Unit" means the Worker Members. "Outside Director" shall mean a natural person who is not a Member of the Cooperative, and is not related to or employed by a Member of the Cooperative. The term of the Outside Director(s) shall be one year; provided that the Outside Director may be re-elected for three consecutive terms.
- b) The Board of Directors shall function as the board and consist of three Directors at minimum for all terms.
- c) The Board of Directors shall consist of:
 - President
 - Treasurer, Chief Financial Officer/CFO
 - Secretary
 - Producer Representative
 - Worker Representative
 - Outside Member
 - Additional Board seats may be added with Board of Directors Consent.

d) The Initial Board of Directors shall be comprised of the following three persons:

Commented [17]: Check total persons listed

<u>NAME</u>	<u>DIRECTOR CLASS</u>	<u>TERM EXPIRES</u>
Hernan Cavazos	President	December 31, 2024
Ricardo Catano 2024	Treasurer/CFO	December 31,
Lisa Igoe	Secretary	December 31, 2023

Section 6.02 – Qualifications for Directors

- a) Directors, shall be elected by the General Membership and meet the following qualifications for each officer position:
 - (1) President must be a Producer Member
 - (2) Treasurer/CFO can be from any membership class.
 - (3) Secretary can be from any membership class.
 - (4) Producer Representative must be a Producer Member
 - (5) Worker Representative must be a Worker Member
 - (6) Outside Representative may not be a member of any class.

b) Any natural person who is not disqualified by any other provisions of these Bylaws, is eligible to be a candidate for the Board of Directors.

c) The following persons are excluded from serving on the Cooperative’s Board of Directors at the same time if they are also one of the following:

Commented [18]: Can this read "the following persons are excluded from serving as Co-Directors"

- (1) Persons of the same household or immediate family of another Director
- (2) More than one person of a household, immediate family, or legal entity other than Foodshed.

Commented [19]: This is problematic for us.

Commented [20]: Excludes producer members: review.

Section 6.03 - Nomination

a) The Board of Directors shall prescribe reasonable nomination and election procedures detailed in the Foodshed Logbook for the election of Directors given the nature, size, and operations of the Cooperative. The procedures shall include:

Commented [21R20]: Looking forward to discussing this comment and this section with you! How can we reword this so as not to exclude Producer Members.

- (1) A reasonable means of nominating persons for election as Directors, including that a Member who is otherwise eligible may nominate themselves for election as a Director;
- (2) A reasonable opportunity for a nominee to communicate the nominee's qualifications and the reasons for the nominee's candidacy to the Members;
- (3) A reasonable opportunity for all nominees to solicit votes;
- (4) A reasonable opportunity for all the Members to choose among the nominees.

Commented [22R20]: Can we just remove this?

b) Where the Cooperative distributes any material soliciting a vote for any nominee for Director in any publication owned or controlled by the Cooperative, it shall make available to each other nominee, in the same material, an equal amount of space with equal prominence to be used by the nominee for a purpose reasonably related to the election.

Commented [23R20]: I understand and I'm empathetic to how this could cause complications to a handful of people. But, I like this rule– as BOD who live in the same household may have the benefit of holding private meetings and doubling up on votes!

The Cooperative shall within ten (10) days transmit by electronic or US mail to all Members any material related to the election which a nominee for Director has furnished to the Cooperative, upon written request by the nominee.

Section 6.04 - Election

The Directors shall be elected by written ballot or at the annual meeting in accordance with these Bylaws. The candidates receiving the highest number of votes for each nominated Co-Director position to be elected shall be elected.

Section 6.05 - Terms of Office

Except for the Initial Board, and any Outside Director seat, the terms of office for Co-Directors shall be two (2) years. Each Director shall hold office until the expiration of the term for which elected and until the election and qualification of a successor.

Commented [24]: Is there legal reason to make Outside Director term shorter? If not, we prefer to keep all officer terms to two years.

Section 6.06 - Compensation

The Board of Directors Members and Co-Directors shall be reimbursed for actual and necessary expenses incurred in the performance of their duties as Directors and Officers of the Cooperative. Board of Directors Members and Co-Directors may also receive compensation, the amount of which shall be determined by a two-thirds vote of a quorum of the Board of Directors.

Commented [25R24]: If we do this, we need to revise the section above.

Commented [26]: Can we add term limits in here? Like, can only serve two consecutive terms?

Section 6.07 - Call of Meetings

Meetings of the Board of Directors may be called by any Co-Director.

Section 6.08 - Place of Meetings

Except as provided in subsection (a) of Section 6.10 of these Bylaws, meetings of the Board of Directors may be held at any place designated in the notice of the meeting, or, if not stated in such notice, by resolution of the Board of Directors.

Section 6.09 - Presence at Meetings

Board of Directors Members may participate in meetings of the Board of Directors through the use of conference telephone, electronic video screen communication, or electronic transmission by and to the Cooperative (pursuant to Sections 20 and 21 of the California Corporations Code). Participation in a meeting through use of conference telephone or electronic video screen communication constitutes presence in person at the meeting, as long as all Board of Directors Members participating in the meeting can hear one another. Participation in a meeting through the use of electronic transmission by and to the Cooperative, other than conference telephone and electronic video screen communication, constitutes presence in person at such meeting if both (1) each Board of Directors member participating in the meeting can communicate with all of the other Board of Directors Members concurrently; and (2) each Board of Directors member is provided the means of participating in all matters before the Board of Directors, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the Cooperative.

Section 6.10 - Regular Meetings

- a) Immediately following the annual meeting of Members, as provided in Subsection 5.02 of these Bylaws, a regular meeting of the Board of Directors shall be held without call or notice set forth in Section 5.02 of these Bylaws.
- b) Other regular meetings of the Board of Directors may be held without notice to the Board of Directors or Members provided that the time and place of such meetings are fixed by the Board of Directors, and shall occur at least quarterly.

Section 6.11 - Special Meetings; Notice

- a) Special meetings shall be held on four days' notice by first class mail or forty-eight (48) hours' notice delivered personally or by telephone, including a voice messaging system or by electronic transmission by the Cooperative (as defined in Section 20 of the California Corporations Code).
- b) Notice of regular or special meetings of the Board of Directors need not be given to any Board of Directors member who provides a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior to such meeting or at its commencement, the lack of notice to such Board of Directors member. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.
- c) Subject to the limitation provided by this subsection related to attendance, members of this Cooperative may attend any meeting of the Board of Directors, unless the Board by the affirmative vote of at least two-thirds of the Board of Directors members present, where a quorum exists, approves of limiting attendance to only Board of Directors members and specially approved other persons, where there is a finding by the Board that such limitation protects the interests of the Cooperative and/or the members. Such approval may apply to any portion of the meeting at which the limitation is approved or to one or more future meetings.

Non-members are not permitted to attend, except by specific invitation of a majority of the Board of Directors.

Section 6.12 - Quorum at Meetings

A majority of the authorized number of Board of Directors members constitutes a quorum for the transaction of business.

Commented [27]: Consider lifting this to two-thirds.

Section 6.13 - Acts of Board of Directors at Meetings

Unless provided otherwise in the Articles of Incorporation, these Bylaws, or by law, every act or decision done or made by a majority of the Board of Directors Members present at a duly held meeting at which a quorum is present is the act of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Board of Directors members, if any action taken is approved by at least a majority of the required quorum for the meeting or a greater number required by the Articles of Incorporation, these Bylaws, or applicable law.

Section 6.14 - Adjournment of Meetings

A majority of the Board of Directors members present, whether or not a quorum is present, may adjourn to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment shall be given prior to the time the adjourned meeting is resumed to the Board of Directors members who were not present at the time of adjournment.

Section 6.15 - Action Without Meetings

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all Board of Directors members individually or collectively consent in writing to the action. The consents shall be filed with the minutes of the proceedings of the Board of Directors. Action by written consent has the same force and effect as a unanimous vote of the Board of Directors.

Section 6.16 - Board Policy and Procedures

The Board of Directors shall develop and maintain written policies and procedures necessary to execute the duties of the Board of Directors and the functions of the Cooperative in the [Foodshed Logbook](#). A copy of these policies shall be available to any Member upon request.

Section 6.17 - Standing Committees - Executive Committees

- a) The Board of Directors has the authority to appoint Standing Committees to deal with the management and operation of the Cooperative. Standing Committees may be composed of any Member of the Cooperative, employee or outside advisor as detailed in the Foodshed Logbook but shall be only advisory in nature. Standing Committees are authorized to develop and submit proposals pertaining to the Board of Directors domain to the Board of Directors for a vote of the Board of Directors. Standing Committees may submit proposals to a Member vote but must meet the same Member approval threshold specified in these Bylaws or California law, whichever threshold is lower.
- b) The Cooperative shall maintain a Standing Committee with the domain(s) of managing Nominations and Membership. The Board of Directors has the authority to appoint additional Standing Committees to deal with the management and operation of the Cooperative by a vote of the Board of Directors.
- c) The Board of Directors may create one or more Standing Committees of the Board of Directors by a vote of the Board of Directors.
- d) Any Standing Committee of the Board of Directors, to the extent provided in the resolution of the Board of Directors, shall have all delegated authority of the Board of Directors, except with respect to the following actions:
 - (1) The approval of any action for which the approval of the members or a majority of all members is required by these Bylaws and/or by law;
 - (2) The filling of vacancies on the Board of Directors that has the authority of the Board of Directors;

- (3) The fixing of compensation of the Co-Directors for serving on the Board of Directors or on any committee;
 - (4) The amendment or repeal of Bylaws or the adoption of new Bylaws;
 - (5) The amendment or repeal of any resolution of the Board of Directors with by its express terms are not amendable or repealable;
 - (6) The appointment of committees of the Board of Directors or the members of such committees;
 - (7) The expenditure of corporate funds to support a nominee for Co-Director after there are more people nominated for Co-Director than can be elected.
- e) Standing Committees may be dissolved by a vote of the Board of Directors. Committee members may be removed by a vote of the Board of Directors, by a majority vote of the existing Committee members, and/or by a vote of the Members.

Section 6.18 - Resignation of Directors

Any Co-Director may resign effective upon written notice to the President, Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of the resignation. If a resignation is effective at a future time, a successor may be appointed to take office when the resignation becomes effective.

Section 6.19 - Removal of Elected Directors

Any or all Elected Co-Directors may be removed without cause by the Cooperative's Members. If the Cooperative has fewer than fifty (50) Members, the removal shall be approved by an affirmative vote or written ballot of a two-thirds ($\frac{2}{3}$) majority of the Members. If the Cooperative has fifty (50) or more Members, the removal shall be approved or ratified by the affirmative vote of a two-thirds ($\frac{2}{3}$) majority of all the votes represented and voting at a duly held meeting at which a quorum is present.

Section 6.20 - Cause of Vacancies on Board of Directors

Vacancies on the Board of Directors shall exist on the death, termination of Membership, resignation, or removal of any Co-Director; whenever the authorized number of Directors is increased; whenever the Board of Directors declares an office vacant pursuant to these Bylaws; and on the failure of the Members to elect the full number of Directors authorized.

Section 6.21 - Declaration of Vacancies

The Board of Directors may declare vacant the office of any Co-Director whose eligibility for election has ceased, who has been declared of unsound mind by an order of court, who is convicted of a felony, or who has not attended four or more regular or special meetings of the Board of Directors in the 12 months preceding the declaration of the vacancy.

Section 6.22 - Filling Vacancies on Board of Directors

Except for vacancies created by removal of a Director pursuant to these Bylaws, vacancies may be filled temporarily by nomination of an interim Director, and election of the same, by a vote of the majority of the Directors then in office, whether or not less than a quorum, or by a sole remaining Director. Such an interim Director will serve until the next election or Annual Meeting, at which point the vacancy shall be filled by vote of the Members. Vacancies created by the removal of a Director may be filled only by approval of the Members pursuant to Section 12224 of the California Corporations Code. The Members may elect a Director at any time to fill any vacancy not filled by the Directors. Any such election shall be subject to all provisions in these Bylaws related to voting by the Members.

Section 6.23 - Powers of the Board of Directors

Subject to limitations of the Articles of Incorporation, of these Bylaws and of the California Cooperative Corporation Law as to action to be authorized or approved by the shareholders or by the outstanding shares, and subject to the duties of directors as prescribed by these Bylaws, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board of Directors shall have all powers as are set forth in California Cooperative Corporation Law §12320 and §12350.

ARTICLE 7. OFFICERS

Section 7.01 - Titles

The officers of the Cooperative shall be a President of the Board, a Secretary, a Treasurer, and any other officer with the titles and duties as determined by the Board of Directors and as may be necessary to operate its business and enable it to sign instruments.

Section 7.02 - Appointment and Resignation

The officers shall be chosen by the General Membership and serve at the pleasure of the Board of Directors, subject to the rights, if any, of an officer under any contract of employment. Any officer may resign at any time on written notice to the Cooperative without prejudice to the rights, if any, of the Cooperative under any contract to which the officer is a party

ARTICLE 8. CORPORATE RECORDS AND REPORTS

Section 8.01 - Required Records

The Cooperative shall keep adequate and correct books and records of account and minutes of the proceedings of its Members, Board of Directors, and committees of the Board of Directors. It shall also keep a record of the Members, including the names, addresses, and number of shares held by each. Such minutes and other books and records shall be kept either in written form or in any other form capable of being converted into clearly legible tangible form or in any combination of the foregoing.

Section 8.02 - Annual Report

- a) For fiscal years in which the Cooperative has, at any time, more than twenty-five (25) Members, the Cooperative shall notify each Member yearly of the Member's right to receive an annual financial report. The Board of Directors shall promptly cause the most recent annual report to be sent to a Member on written request. If approved by the Board of Directors, the annual report and any accompanying material may be sent by electronic transmission by the Cooperative (as defined in Section 20 of the California Corporations Code).
- b) The annual report shall be prepared no later than one hundred fifty (150) days after the close of the Cooperative's fiscal year.
- c) The annual report shall contain in appropriate detail all of the following:
 1. A balance sheet as of the end of the fiscal year, an income statement, and **statement of changes in financial position for the fiscal year**;
 2. A statement of the place where the names and addresses of the current members are located; and
 3. The statement required by Section 8.03 of these Bylaws.
- d) The annual report shall be accompanied by any pertinent report by independent accountants, or, if there is no such report, by the certificate of an authorized Officer of the Cooperative that the statements were prepared without audit from the books and records of the Cooperative.

Commented [28]: I don't know what this means?

*Section 8.03 - **Annual Statement of Transactions and Indemnification***

In addition to the annual report described in Section 8.02 of these Bylaws, the Cooperative shall furnish annually (pursuant to Section 12592 of the California Corporations Code) to its Members and Directors a statement of the transactions and indemnifications to interested persons as required by law. If the Cooperative does not issue an annual report pursuant to Section 8.02 of these Bylaws, the statement shall be mailed, delivered or sent by electronic transmission to Members within one hundred fifty (150) days after the close of the fiscal year (as defined in Section 20 of the California Corporations Code).

Commented [29]: What is this? Who do we need to ask? Can we add definitions to the bylaws so that they are easier to understand?

ARTICLE 9. INSPECTION RIGHTS

Section 9.01 - Free access

Any right of access and/or inspection protected by this Section 9 shall be provided promptly and free of charge. The Cooperative may provide electronic copies of documents to meet the requirements in this Section 9.

Section 9.02 - Articles and Bylaws

The Cooperative shall keep at its principal office in California the original or a copy of its Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Members at all reasonable times during office hours. The Cooperative shall furnish on the written request of any Member a copy of the Articles or Bylaws as amended to the date of such request.

Section 9.03 - Books and Records

The accounting books and records and minutes of proceedings of the Members, the Board of Directors, and committees of the Board of Directors, with the exception of meetings held under the provisions of Section 6.11 shall be open to inspection on the written demand of any Member at any reasonable time upon request to the Secretaries, for a purpose reasonably related to that person's interests as a Member. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind, and to inspect the physical properties of the Cooperative.

Section 9.04 - Inspection of Membership List

- a) Subject to the Cooperative's right to set aside a Member's demand for inspection pursuant to Section 12601 of the California Corporations Code, and the power of the court to limit inspection rights pursuant to Section 12602 of the California Corporations Code, and unless the Cooperative provides a reasonable alternative pursuant to California law and these Bylaws, any Member or Members possessing voting power may do either or both of the following:
 - (1) Inspect and copy the record of all the Members' names, addresses, and voting rights, at reasonable times, on making a written demand five (5) business days in advance which states the purpose for which the inspection rights are requested and that they relate to a direct affair of the Cooperative;
 - (2) Obtain from the Secretary, upon written demand and tender of a reasonable charge, a list of names, addresses, and voting rights of those Members entitled to vote for the election of Directors, as of the most recent record date for which it has been compiled, or as of a date specified by the Member or Members subsequent to the date of demand. The demand shall state the purpose for which the list is requested and shall be directly related to an affair of the Cooperative. The Membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified as the date of which the list is to be compiled.
- b) The rights set forth in subsection (a) of this section of the Bylaws may be exercised by any Member or Members for a purpose reasonably related to the Member or Members' interests as Members. The Cooperative may deny access if it reasonably believes that the information shall be used for a different purpose or if it provides a reasonable alternative pursuant to Subsection 9.04(c) of these Bylaws.
- c) The Cooperative may, within ten (10) days after receiving a demand, deliver a written offer of an alternative method of achieving the purpose identified in the demand without providing access to or a copy of the Membership list. An alternative method, which reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made pursuant to these Bylaws, shall be a reasonable alternative, unless the Cooperative fails to do the things which it offered to do within a reasonable time after acceptance of the offer. Any rejection of the offer shall be in writing and indicate the reasons the proposed alternative does not meet the proper purpose of the demand.

ARTICLE 10. FINANCIAL PROVISIONS

Section 10.01 – Cooperative Operation

The Cooperative shall operate on a cooperative basis for the mutual benefit of its Members. Accordingly, the net income of the Cooperative in excess of amounts credited by the Board of Directors to Retained Earnings shall be accounted for and allocated annually as provided in this Article 10.

Section 10.02 - Definitions

- a) The "Fiscal Year" of the Cooperative is January 1st through December 31st.
- b) "Board" means the Board of Directors of the Cooperative.
- c) "Dividend" means the distribution of dividends on capital contributed, but does not include Patronage Distributions. Payments of dividends on capital contributed will be sourced first from Retained Earnings, both current and accumulated, and then from current year Net Proceeds.
- d) "Investment Equity" means preferred stock or similar equity interests authorized by the Board of Directors from time to time, having the rights and obligations and subject to the terms and conditions as may be set forth these Bylaws.
- e) "Member Equity" means the equity interests of each Member in the Cooperative that are determined and fixed in the proportion that the patronage of each Member bears to the total patronage of all Members and may include memberships, written notices of allocation, or other similar equity interests authorized by the Board of Directors from time to time.
- f) "Member Account" shall be defined as each Member's internal account in the Cooperative, which is calculated as: Initial Capital Contribution (if any), plus Written Notices of Allocation, minus Losses, plus/minus any other item that affects the balance in the Member's capital account. The Member Account reflects the Member's net worth in the Cooperative on account of their Patronage Business, not including any shares of investment stock such Member may hold as a Shareholder.
- g) "Allocation Unit" refers to Member Groups (Producer Members and Worker Members). The Board is authorized to establish separate allocation units for the allocation of Patronage Business if it is deemed to be fair and equitable to the Membership.
- h) "Patron" means a Member with respect to business conducted with the Cooperative on a patronage basis.
- i) "Patronage Distribution" shall have the definition contained in Internal Revenue Code ("IRC") Section 1388(a).
- j) "Patronage Business" shall refer to patronage-sourced business done by the Cooperative with or for Patrons or that is directly related to the Cooperative's business or actually facilitates the Cooperative's purposes. For Producer Members, Patronage means use of the Cooperative's goods or services. For Worker Members, it means hours worked for the Cooperative.
- k) "Expenses" shall include payments of any interest and principal on any debts of the Cooperative, dividends on preferred stock to the extent that such dividends cannot be fully paid from Profit, and other expenses related to Member business. Expenses and cost of goods or services shall include without limitation such amounts of depreciation, cost depletion and amortization as may be appropriate, amounts incurred for the promotion and encouragement of cooperative organization, and taxes other than federal income taxes. Such net income or net loss shall be subject to adjustment as provided in Section 10.08 relating to losses.
- l) "Net Proceeds" shall be defined as the excess of revenues over expenses for a fiscal year attributable to Patronage Business.
- m) "Patronage Loss" means the excess of expenses over revenues for a fiscal year attributable to Patronage Business.
- n) "Non-patronage Business" shall refer to business done by the Cooperative that does not constitute "Patronage Business."

Commented [30]: Check; we're suggesting "means the Producer Member Unit or the Worker Member Unit, as the case may be."

Commented [31]: Instead of business can we say "sales income"?

- o) “Profit” shall be defined as the excess of revenues over expenses for a fiscal year attributable to Non-patronage Business.
- p) “Non-patronage Loss” means the excess of expenses over revenues for a fiscal year attributable to Non-patronage Business.
- q) “Retained Earnings” is defined in Section 10.03.
- r) “Shareholder” means a holder of the Cooperative’s investment stock.
- s) “Written Notice of Allocation” means the non-cash portion of the Patronage Distribution, as defined in IRC Section 1388(b). Written Notices of Allocation may be Qualified or Nonqualified as defined in IRC Section 1388(c-d).
- t) Net Proceeds and Profit shall not include cash contributions by a Member to capital or Shareholder investments in investment stock.
- u) Net Proceeds, Profit, and Loss shall be determined in accordance with the accounting treatment used by the Cooperative in calculating its income in accordance with federal income tax basis; provided, however, that the Board of Directors may prospectively adopt a reasonable alternative method.
- v) “Deemed Liquidation Event” means (a) a merger or consolidation in which (i) the Cooperative is a constituent party or (ii) a subsidiary of the Cooperative is a constituent party and the Cooperative issues voting memberships or voting shares of its capital stock pursuant to such merger or consolidation, except in either case ((i) or (ii)) any such merger or consolidation in which the voting memberships or voting shares of capital stock of the Cooperative outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (x) the surviving or resulting corporation or (y) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Cooperative or any subsidiary of the Cooperative, of all or substantially all the assets of the Cooperative and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Cooperative if substantially all of the assets of the Cooperative and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to an entity that is controlled by the Cooperative.
- w) “Patronage Allocation Policy” shall mean the policy adopted by the Cooperative’s Board of Directors, as attached to these Bylaws at Exhibit A.

Section 10.03 – Retained Earnings

The Board of Directors shall cause to be created a Retained Earnings account that is not allocated to Members and, except as otherwise provided in these Bylaws, shall annually add to the Retained Earnings the sum of the following amounts:

- a) Any Profit shall be credited to Retained Earnings;
- b) Annual net income from Patrons who are unidentified; and
- c) Any Net Proceeds shall be credited to Retained Earnings as necessary to bring the year’s contribution to the Retained Earnings up to any reasonable amount required by the Board. All other Net Proceeds shall be allocated or distributed as Patronage Distributions in direct proportion to the percentage of Patronage attributed to a Member of a specific Membership Class or Series during the previous fiscal year; or as set forth in the Cooperative’s Patronage Allocation Policy.

d) The percentages in this Section can be changed for a coming fiscal year by the Board’s action prior to the beginning of that fiscal year.

Commented [32]: Did Adri add this? It seems to negate letter (c). We want to be able to have patronage.

~~d~~e) [Federal and any state income taxes receivable from the Cooperative shall be charged to the Retained Earnings.](#)

Section 10.04 - Net Proceeds Distribution Obligation

- a) In order to induce patronage and to assure that the Cooperative will operate on a service-at-cost basis in all its transactions with its members, the Cooperative will allocate all amounts received from business conducted with Members on a patronage basis, over and above the cost of providing such services, making reasonable additions to reserves, and redeeming capital credits (the "Net Proceeds"). The Cooperative is hereby obligated to pay all such Net Proceeds to Members in proportion to their patronage.
- b) Twenty percent (20%) of each patronage allocation shall be distributed to each Member in cash.
- c) Member patronage will be calculated and distributed based on each Member's accrued patronage units during the relevant time period. The Worker Member patronage payment is based on the total number of hours worked. The Producer Member patronage is based on the dollar value of produce sold (to/by) the Cooperative.
- d) Any distributable Net Proceeds of such a nominal amount as not to justify the expenses of distribution may, as determined by the Board, be issued as a credit only. If the Cooperative's operations encompass more than one location or division, such locations or divisions shall be netted into a single unit unless otherwise necessitated to achieve an equitable allocation.

Commented [33]: We are thinking of changing this to 50% or more. What are the pitfalls of this? Can we allow members to request approval from the board for 100% cash payment?

Section 10.05 – Member Accounts and Written Notice of Allocation

- a) Twenty percent (20%) of each patronage allocation shall be distributed to each Member in cash. Payment of a portion of Patronage Distributions, not to exceed eighty percent (80%) of the allocation, may be deferred for the reasonable capital needs of the Cooperative, as determined by the Board of Directors. Such amounts shall be represented by a Written Notice of Allocation as defined in Section 1388 of the Internal Revenue Code and shall be credited to Member Accounts in the names of recipient Members and shall accrue no dividend or other monetary return on capital.
- b) Written Notices of Allocation may be redeemed when the Board determines such amounts are no longer needed for capital purposes. At that time, they shall be redeemed in the order of the oldest outstanding amounts and on a pro rata basis among such amounts. Written Notices of Allocation may also be redeemed under compelling circumstances as determined by the Board. They shall be subject to being offset by amounts otherwise due and payable to the Cooperative and by assessments resulting from tax audit adjustments or other losses.
- c) Written notices of allocation may be paid in whole or in part at such time, in such manner, and in such order as shall be determined by the Board of Directors in its sole discretion. The Board of Directors shall not be required to, but may establish policies for the payment of written notices of allocation upon the Member's death. No transfer or assignment of written notices of allocation shall be binding upon the Cooperative without its consent.

Commented [34]: See same question above.

Section 10.06 - Members Agree to Declare Income for Tax Purposes

By obtaining or retaining Membership in the Cooperative, each Member agrees to report the stated dollar amount of any qualified Written Notice of Allocation as their own personal income in the taxable year in which the notice is received, regardless of when the allocated amount is actually paid to Members. This reporting meets the requirements of Section 1385 of the Internal Revenue Code.

Section 10.07 - Dividend Allocation Rule

Any Dividend shall be paid from the Retained Earnings. In the event that Retained Earnings are not sufficient to pay such Dividend, the Cooperative may then pay such Dividend from other earnings, including unallocated income from Patronage Business.

Section 10.08 – Treatment of Losses

- a) Methods for Handling Patronage Losses. If there is a net loss in any fiscal year from Patronage or Non-Patronage Business, the Cooperative may take one or more of the following actions:

- i. Offset all or part of such net loss against the collective Retained Earnings, to the extent available;
 - ii. Where the collective Retained Earnings are insufficient; allocate losses against Member capital accounts based on an equitable allocation formula to be agreed to by Members.
- b) Allocation of Net Loss Among Patrons. Any cancellation of patronage equities, due to allocation of losses against a Member's capital account, shall be memorialized in an account payable from the Cooperative to the Member in an amount equal to the allocation.
 - c) Restoration of Net Loss out of Future Net Proceeds. The future net income of the Cooperative shall be used first to repay any outstanding accounts payable to Members due to allocations of losses against Member capital accounts on a pro rata basis. Subsequently, such income may be used to restore capital reserves.
 - d) Board Discretion. The provisions of this Section 10.08 shall be implemented by the Board of Directors having due consideration for all of the circumstances which caused the net loss, and considering any request of a member to have a loss allocated to them.
 - e) No Assessments Against Members or Patrons. There shall be no right of assessment against Members.

Section 10.09 – Priority of Payments

Notwithstanding anything else to the contrary in this Article, payments by the Cooperative shall be made in the following order of priority:

- a) First, to make payments of any necessary expenses related to the operation of the Cooperative, including Retained Earnings, wages, and payments of any interest and principal on any debts of the Cooperative;
- b) Second, to pay Dividends to holders of Shares;
- c) Third, to pay Patronage Distributions to all eligible Members; and
- d) Fourth, to make periodic redemptions pursuant to Section 10.10.

Section 10.10 – Periodic Redemption of Member Accounts.

- a) Subject to the requirements of any effective subscription agreement between the Cooperative and a Shareholder providing for the redemption of investment stock, and subject to the minimum vesting period requirements set forth in the Membership Agreement, the Cooperative shall pay out in cash to the Members all funds credited to their Member Accounts within three (3) years of the date they were first credited, unless the Board determines that sufficient funds are not available in a particular fiscal year, in which case funds will be paid out pro-rata, based on an equal percentage of the balance in the Member Accounts.
- b) As a general rule, written notices of allocation credited to Member Accounts will be paid out in the order in which they are credited, with the oldest paid out first. However, the Board can decide to accelerate the payment of former Member Accounts on a case-by-case basis subject to the restrictions on priority of payments in Section 10.09 of these Bylaws.
- c) If the Cooperative does not have sufficient funds to pay out all funds credited to Member Accounts for a given fiscal year, then funds will be paid out pro- rata, based on an equal percentage of the balance in the Member Accounts.

Commented [35]: To client: establish 10-year max for paying out patronage? Or open-ended?

Commented [36R35]: Discuss with team. 10 year max seems like a good limit to me

Commented [37R35]: Yes, we want to add 10 year max. Paola, how do we do this?

Section 10.11 – Deemed Liquidation Event/Distributions

- a) Should there be any Deemed Liquidation Event during the first seven (7) years following Fooshed's incorporation as a California cooperative corporation, any assets or equity remaining after payment of all creditors, including the holders of any promissory notes, shall be distributed to a 501(c)(3) qualified non-profit organization, or cooperative, supporting the local farm community. This provision is intended to avoid demutualization, and to realize the Cooperative's Governing Principles.
- b) Following this seven (7) year period, commencing with the beginning of the eighth (8) year of operations, should there be a Deemed Liquidation Event, any assets left after payment of all debts shall be distributed according to the terms of any then-effective subscription agreements between the Cooperative and Shareholders providing for the redemption of investment stock; and, if no such agreements are then in effect, then

- i. To the redemption of Member Account balances, and then
- c) To all persons who are current or living past Members in proportion to the value or quantity of business that each did with the Cooperative during the time they were he or she was a Member of the Cooperative, over the immediately preceding ten (10) year period.
- d) No distribution need be made to any person who fails to acknowledge the receipt of notice of Deemed Liquidation Event within thirty (30) days. Said notice shall be deemed sufficient if sent by certified mail to the person's last known business or residence address, at least thirty (30) days before distribution of any residual assets.
- e) For the purposes of calculating Patronage for determining a Member's total patronage, the Board shall use the then-applicable Allocation Policy, unless the Board determines that it would be more fair and equitable to the Membership to use an alternative calculation.

Section 10.12 - Unclaimed Equity Interests

Any Membership, together with any accrued and unpaid dividends and patronage distributions related to that Member, or any Share, that would otherwise escheat to the State of California as unclaimed personal property shall instead become the property of the Cooperative if the Cooperative gives at least sixty (60) days' prior notice of the proposed transfer to the affected Member or Shareholder by first-class or second-class mail to the last address of the Member or Shareholder shown on the Cooperative's records, and by publication in a newspaper of general circulation in the county in which the Cooperative has its principal office. No memberships, shares or amounts shall become the property of the Cooperative under this section if written notice objecting to the transfer is received by the Cooperative from the affected Member or Shareholder prior to the date of the proposed transfer.

ARTICLE 11. BYLAW AMENDMENTS

Section 11.01 - Bylaw Amendments by the Board of Directors

The Bylaws shall be adopted, amended, or repealed by the approval of a majority of the Directors present at a meeting where quorum exists, unless the action would:

- a) Materially and adversely affect the rights or obligations of Members as to voting, dissolution, redemption, transfer, distributions, patronage distributions, patronage, property rights, or rights to repayment of contributed capital;
- b) Increase or decrease the number of Members authorized in total or for any class;
- c) Effect an exchange, reclassification or cancellation of all or part of the Memberships or Shares;
- d) Authorize a new class of Memberships or Shares;
- e) Change the number of Directors or establish a variable number of Directors;
- f) Extend the term of a Director beyond that for which the Director was elected or increase the terms of the Directors;
- g) Allow all or any portion of the Directors to hold office by virtue of designation or selection rather than by the election by the Members;
- h) Allow the Board of Directors to fill vacancies occurring on the Board of Directors by reasons of removal of Directors pursuant to these Bylaws.

Section 11.02 - Bylaw Amendments by the Members

Where the Board of Directors is denied the right to adopt, amend, or repeal the Bylaws pursuant to Section 11.01 of these Bylaws, the Bylaws shall be adopted, amended, or repealed by approval of a majority of all Members of each class (under Corporations Code § 12223), unless the Board of Directors has first passed a resolution setting forth the text of a proposal to adopt, amend, or repeal the Bylaws, and distributed such resolution to the Members, in which case such proposal to adopt, amend, or repeal the Bylaws shall be carried by approval of a majority of the Members of each class (under Corporations Code § 12224).

Certificate of Secretary

I certify that I am the duly elected and acting Secretary of Foodshed Cooperative Inc, that these Bylaws, consisting of 25 pages including the cover page, are the Bylaws of this Cooperative as [adopted]/[amended] by the Members on _____ and that these Bylaws have not been amended or modified since that date.

Executed on _____, 2023 at _____, California, by

_____ (Print Name).

_____ (Signature), Secretary

DRAFT

Foodshed Cooperative, Inc.

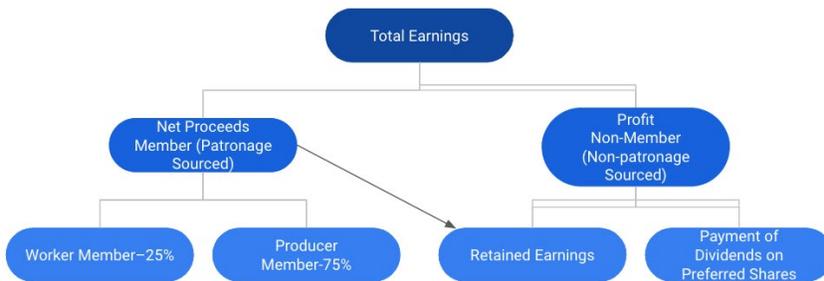
Patronage Allocation Policy

In accordance with generally accepted accounting principles (GAAP) and applicable Federal and State tax laws, the annual net proceeds from operations of the Cooperative shall be allocated among Members, and distributed or retained by the Cooperative, as determined by the Board of Directors each year. Those amounts allocated among the Members shall be distributed at least 20% in cash or by qualified check, as that term is defined in the Internal Revenue Code; and by qualified or non-qualified written notices of allocation. Unallocated amounts retained by the Cooperative shall be considered income to the Cooperative.

The Board of Directors shall annually decide how any net proceeds of the Cooperative shall be used to further the goals of the Cooperative, as follows:

1. First, a portion of the net proceeds shall be allocated to a **Retained Earnings Account** in an amount not less than \$10,000 per year until the Reserve Fund reaches \$100,000. The Board can modify these benchmarks by Board vote within the limits included in the Bylaws. The Retained Earnings Account is part of the Cooperative’s unallocated equity, and includes net proceeds derived from both **member and non-member labor and member and non-member producers**. The amount derived from non-member labor is calculated as follows: subtracting total non-member labor hours annually from all labor hours annually.
2. Second, the Board of Directors shall apply the current Patronage Allocation Ratio to the remaining net proceeds.
3. Third, the Board of Directors shall distribute or allocate the balance of the net proceeds to the Members.

Figure 1 depicts the distribution of net proceeds described in points 1-3:



Unallocated Equity (retained income)

Net income traceable to non-member patronage is unallocated equity of the Cooperative. In addition, and at the discretion of the Board of Directors, the Cooperative may retain a portion of net proceeds from Member patronage to maintain the Reserve Fund, and for other Member approved purposes. Any such reserves are unallocated (i.e. not assigned or attributed to individual members).

Restricted Grant Fund and Charitable Donations

Restricted grant income and funds raised through Foodshed's 501(c)3 fiscal sponsor do not constitute net proceeds and shall never be included in patronage calculations. Grant funds shall be accounted for as a separate class on the Cooperative's profit and loss statement. Further, assets purchased with restricted grant funds may have liquidation protocols specified in legally binding contracts and shall not be included in revenue calculations for patronage purposes.

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Patronage Allocation to Members

Net proceeds shall be allocated between the two membership classes using the Patronage Allocation Ratio. Within each class of membership, patronage allocations shall be apportioned based on a Member's patronage.

Patronage Allocation Ratio

The Patronage Allocation Ratio is ~~initially~~ set to the following values:

- Worker Members: 20% of net proceeds
- Producer Members: 80% of net proceeds

It is the intention of the Cooperative to periodically adjust this ratio to reflect the business realities of the Cooperative. The Patronage Allocation Ratio is used to compute the distribution of patronage refunds between the membership classes.

This ensures that the Cooperative's governance and patronage allocation are proportional and both reflect the financial realities of the Cooperative.

The Patronage Allocation Ratio shall be revisited every three years by the Members.

Worker Member Class

The total amount of net proceeds allocated to the Worker Member class is apportioned between individual worker members based on the number of hours worked by each Worker Member as a proportion of the total number of hours worked by all Worker Members.

Salaried employees are assumed to work at least 20 hours per week for patronage purposes.

Producer Member Class

The total amount of net proceeds allocated to the Producer Member Class is apportioned between individual Producer Members based on the dollar value paid by the Cooperative to each producer member as a proportion of the total dollar value paid to all producer members.

Allocation of Losses

The Board of Directors may decide to assign some portion of net losses from operations to Worker and Producer Members in the form of a negative patronage allocation. The Board of Directors may carry such

patronage losses to prior or future years when it determines such to be in the best interests of the Cooperative and its members and can only be allocated to a Member upon consent of the Member.

Negative patronage is allocated to each membership class according to the Patronage Allocation Ratio. A negative patronage allocation may not result in a negative balance in a Member's capital account.

Individual Member Capital Accounts

The Cooperative maintains internal capital accounts for each Member to reflect the allocation of the undistributed net proceeds to Members. Capital accounts shall not accrue interest.



**FOODSHED COOPERATIVE INC
PRODUCER MEMBERSHIP AGREEMENT AND DISCLOSURE FORM**

Foodshed Cooperative Inc, a Cooperative Corporation incorporated under California Cooperative Corporation Law, is pleased to offer you membership in the Cooperative, upon the following terms and conditions:

This Membership Agreement by and between the Cooperative and _____, (hereafter “you” or “your”) as a Producer-owner, is not an employment contract. It provides for the mutual rights and obligations of the Cooperative and you as a Producer-Owner of Foodshed Cooperative.

Governing Documents are part of this Agreement: Foodshed's current Articles of Incorporation, Bylaws, and Policies form the Cooperative’s core governing documents. These documents set forth the cooperative’s processes for operations, including how the net proceeds are shared among members and how we make decisions. They are attached to, and made part of, this Membership Agreement. Members and prospective Members can request current copies of these documents for free by emailing Jose@foodshedcoop.com or writing to **3340 Fairmount Ave, San Diego, CA 92105.**

Member Rights and Obligations: Member rights and obligations are set out in the Articles and Bylaws, including (but not limited to) the conditions under which memberships are redeemable and the rules by which the voting power and property rights of membership are to be determined.

By signing this Agreement, you confirm that you’ve had time to consult with legal counsel of your choosing; to review this Agreement and all attachments; and ask any questions you may have about the terms of the Agreement and the Governance Documents. ___(initials)

MEMBERSHIP CATEGORY

By joining the Cooperative as a Producer Member, the signer agrees to be subject to the rights and obligations of this category of Membership. Member obligations include meeting and maintaining the following Producer Membership qualifications:

1. Is a “Producer” as that term is defined in [CA Food and Ag Code §56110](#) (any person that is engaged in the business of growing or producing any farm product);
2. Is a qualifying producer entity. Qualifying producer entities include individuals as well as incorporated and unincorporated entities (sole proprietor, partnership, LLC, S-Corp, cooperative, etc.);
3. Designate one representative per entity as the voice and vote for that Member;
4. Has a production site located within the geographic “foodshed” where the Cooperative operates, including San Diego County and the bordering counties (including Orange, Riverside, Imperial and Baja California) and neighboring indigenous sovereign nations;
5. Participates in the Foodshed Crop Plan at least once a year and maintains good standing as set forth in the Producer Vendor Agreement, and as required by food safety laws, including but not limited to meeting any and all quality standards;
6. Agrees to the terms of the governing documents of the Cooperative, including Foodshed Cooperative’s Points of Unity and all other terms set forth in the [Foodshed Cooperative Bylaws](#);
7. Has sold produce to, or through, the Cooperative for more than six months after signing the Producer Vendor Agreement; and
8. Has purchased one share in the amount of \$500 per share.

The signer understands and agrees that their Membership may be suspended or terminated if they fail to maintain these Membership qualifications.

RIGHTS OF PRODUCER MEMBERS

By granting the signer Membership as a Producer Member, the Cooperative agrees to protect and uphold the rights and privileges of Producer Members, including but not limited to the following rights and privileges:

1. Priority on the crop plan;
2. Access to wholesale surplus at cost;
3. Access to tool lending library as described in [Tool Lending Library Agreement](#).
4. Priority access to support services offered through the Farmer Resource Hub;
5. Priority Access to loans/funds/incentives as available; and
6. Governance rights and patronage allocation rights, as specified in the Cooperative’s governance documents and the [Foodshed Patronage Allocation Policy](#).

VOTING AND PROPRIETARY INTERESTS

Members have equal voting rights. Member proprietary interests are unequal. The rules determining voting power and proprietary rights are found in the Articles of Incorporation and the Bylaws.

NON-REFUNDABLE MEMBERSHIP FEE

Pursuant to the Cooperative's Bylaws, upon joining the Cooperative, a Producer Member shall pay a one-time non-refundable Membership fee, in an amount of five hundred dollars (\$500), or such other amount as set from time to time by the Board of Directors. The Cooperative may not levy other dues, assessments, or fees.

NO TRANSFERS, SALE, OR REDEMPTION OF MEMBERSHIP

As stated in the Bylaws, no Member may transfer their Membership or any of their Membership rights. Membership and Membership Fees are not redeemable for cash.

CONSENT TO ELECTRONIC TRANSMISSION/VIDEO SCREEN COMMUNICATION FOR MEMBER MEETINGS

Pursuant to California Corporations Code Sections §20(b) and §12460(f), the undersigned understands and acknowledges that the Member has the right to attend member meetings in person; the Member waives any right to in person attendance at membership meetings, and hereby consents to the holding of member meetings in person, via electronic transmission, or via electronic video screen communication, at the sole discretion of the Board of Directors.

ACKNOWLEDGMENT OF TAX RESPONSIBILITY

The Member agrees to treat the full amount (100%) of each patronage allocation as part of the Member's gross income in the year in which the allocation is made, as long as the Cooperative provides a qualified written notice of allocation and pays at least 20% of each such allocation in money (such as cash, check, or direct deposit) on the date of allocation. Requirements for providing a qualified written notice of allocation are found in 26 U.S.C. §1388(c), and Members' tax reporting obligations are detailed in 26 U.S.C. §1385(a).

Member Name: _____

By: _____

Date: _____



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: November 8, 2023

Agenda Item: Direct Funding Agreement for the NACC Program

Discussion / History: The Native American Conservation Corps (NACC) Pilot Program was collaboratively developed in San Diego County in 2021 to address regional wildfire resilience by providing workforce development opportunities to local tribal youth. The development group included managing partners: Resource Conservation District of Greater San Diego County Forestry Team and CA State Parks Colorado Desert District, Indigenous perspective offered by Kumeyaay Diegueño Land Conservancy and local Native American tribes, and funding provided by The San Diego River Conservancy and the RFFC Program.

Two cohorts of participants have completed the program in 2021-22 (10 participants) and 2022-23 (8 participants). Participants received paid on-the-job training and certification in chainsaw use, basic wildland fire, and first aid. They also increased their workforce skills, making successful conservation corps crew members ideal candidates for subsequent forestry and fire-related positions. This two-year pilot program also incorporated Traditional Ecological Knowledge (TEK) from Native American elders who shared traditional burning and sustainable land management practices with the participants. During their training, the crew conducted fuels reduction work on State Park land, which also increased wildfire and forest resilience in San Diego County.

We heard from participants that the training was intense and hard work, and for many, it was their first experience with having the responsibility of being at work, on time and when scheduled. Many discovered passions they were not aware of and plan to take their new skills back to their tribal communities or pursue other new activities such as further education and travel. In addition, one participant was offered a job at their tribal fire department as a fire fighter, one was offered a position on a USFS fire crew, and three others were offered jobs with a local fuels reduction crew.

You can read more about the outcomes of the initial pilot program funding here:
https://issuu.com/rcdsandiego/docs/nacc_final_report-sdrc?fr=xKAE9_zU1NQ

Upon completion of the pilot, we have built strong partnerships, and there is a strong desire to continue this program. Fortunately, CA State Parks Colorado Desert District was able to incorporate the program costs into their wildfire prevention budget for the 2023-24 cohort. RCDGSDC staff will manage the program with these funds through a direct funding agreement. The next cohort is scheduled to begin training on November 12, with 10 participants registered. We are seeking authorization for the Executive Director to approve the funding agreement when it becomes available in the next week.

Conserving Our Natural Resources



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

Financial Impact: ~ \$30,000 staff time covered, plus 12% indirect cost rate on full program budget of \$358,720 for the 6 month program.

Staff Recommendation to Board: Staff requests that the Board give the Executive Director authority to execute direct funding agreement for this program, when available and after review from legal counsel.



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: November 8, 2023

Agenda Item 5-6: Wildlife Conservation Board Grant Agreement

Discussion / History: At the regular RCD Board meeting in June 2023, the Board passed Resolution 2023-09 to authorize the Executive Director to submit an application to and execute a grant agreement from the Wildlife Conservation Board.

In July of 2023, an application was submitted to the WCB in collaboration with the Green Infrastructure Consortium, a group of agencies and organizations interested in green infrastructure solutions to challenges posed by climate change, pollution, and other environmental threats. The application was for a planning grant to develop plans for restoration of a 15-acre site in the Otay Valley Regional Park which is currently a eucalyptus grove. The RCD will serve as lead partner on the grant, and will subcontract with five project partners to conduct various elements of the program, such as site surveys, community engagement, and repurposing of the eucalyptus wood removed from the site. Representatives of the Cities of San Diego and Chula Vista and the County of San Diego, the three entities that jointly manage the OVRP, are also engaged in the project.

The RCD and project partners have met with a grant manager from WCB by phone and in person for a site visit, and the project will be approved at a Wildlife Conservation Board meeting on November 15, 2023. The grant agreement has already been issued and will be signed by the Executive Director prior to the WCB meeting.

Resolution 2023-09 is attached for reference, as is the WCB grant agreement.

Financial Impact: The RCD will manage a grant of \$409,000 including \$76,050 in staff time and \$39,785 in indirect costs.

Staff Recommendation to Board: This item is for information only.

RESOLUTION NUMBER: 2023-09

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY (RCDGSDC) APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE WILDLIFE CONSERVATION BOARD FOR THE ENHANCING CONNECTIONS AND RESTORATION WITHIN OTAY VALLEY REGIONAL PARK PROJECT.

WHEREAS funds were made available to the Wildlife Conservation Board for the enhancement or restoration of fish and wildlife habitat and for the development of public access facilities for hunting, fishing or other wildlife-oriented recreational uses.

WHEREAS: RCDGSDC intends to produce detailed on-the-ground implementation plans to: (a) restore and enhance critical habitats within an OVRP location currently filled with non-native, invasive species for the benefit of native animals and plants, including ones on threatened and endangered lists; (b) create and enhance connections within the park for these animals and plants to move in natural patterns; (c) improve water quality and availability; (d) build safe connections for park users to connect with this restored natural spaces and wildlife within it; and (e) build local community engagement needed to provide long-term stewardship of this most valuable local resource.

NOW, THEREFORE, BE IT RESOLVED that the RCDGSDC hereby:

1. Approves the filing of an application for funding from the Wildlife Conservation Board; and
2. Certifies that said Applicant will comply with all federal, state and local environmental, public health, and other appropriate laws and regulations applicable to the project and will obtain or will ensure that the other project partners obtain all appropriate permits applicable to the project; and
3. Further commits to the terms and conditions specified in the grant agreement; and
4. Appoints the Executive Director as a representative of RCDGSDC to conduct negotiations, execute, submit and sign all documents including but not limited to applications, agreements, amendments, payment requests, and other documents which may be necessary for the completion of the proposed project.

APPROVED AND ADOPTED the 14th day of June, 2023.

I hereby certify that the foregoing Resolution Number 2023-09 was adopted by the Board of Directors of RCDGSDC.


(Print name and title)
DONALD H BUTZ
PRESIDENT



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448

Date: 10/27/2023

Ann Baldrige
Executive Director
Resource Conservation District of Greater San Diego County
Ann.baldrige@rcdsandiego.org

OTAY VALLEY REGIONAL PARK RESTORATION PLANNING
ORANGE COUNTY
GRANT AGREEMENT NO. WC-2398HP
PROJECT ID: 2023180

Dear Ann Baldrige:

Enclosed is a copy of a Grant Agreement for the above referenced project, which is tentatively scheduled for consideration at the November 15, 2023 meeting of the Wildlife Conservation Board. In order to maintain a place on the November agenda, the agreement must be signed on behalf of the grantee with a DocuSign electronic signature by November 8, 2023.

Once approved, we will send you a fully executed copy for your records. Please do not incur any costs toward this project until you have received a fully executed agreement and Notice to Proceed.

Thank you for your interest in working with the Wildlife Conservation Board. If you have any questions, please contact Hayley Pechner at hayley.pechner@wildlife.ca.gov or (916) 539-6645.

Sincerely,

DocuSigned by:
A blue DocuSign signature box containing the handwritten signature of Scott McFarlin in black ink.

12465785E47E441...
Scott McFarlin, Supervisor
Restoration and Development

Enclosure(s)

ec: Erinn Wilson-Olgin, Regional Manager
CDFW, South Coast Region (5)

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

**RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO
COUNTY**

for

OTAY VALLEY REGIONAL PARK RESTORATION PLANNING

SAN DIEGO COUNTY, CALIFORNIA

WC-2398HP

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

Otay Valley Regional Park Restoration Planning
Grant Agreement Number WC-2398HP
2023180

GRANTEE: Name: Resource Conservation District of Greater San Diego
County
Address: 11769 Waterhill Road
Lakeside, CA 92040
Attn.: Ann Baldrige
Phone: (619) 562-0096
E-mail: ann.baldrige@rcdsandiego.org

GRANTOR: Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn.: Hayley Pechner, State Representative
Phone: (916) 539-6645
E-mail: Hayley.pechner@wildlife.ca.gov

Grant Agreement No.: WC-2398HP

Board Approval Date: November 15, 2023

Projected Completion Date: March 31, 2027

Terms of Agreement:

Capital Improvements: Notice to Proceed Date (_____) through March 31, 2027

Project Life: Terms of Agreement

Project ID: 2023180

Grant Amount: \$409,000

Fund Source: General Fund

1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, commencing with Section 1300 of the California Fish and Game Code; the General Fund, Budget Act of 2023, Fish & Wildlife Resources - Climate Change Impacts on Wildlife Provision (AB102, Sec. 84(1)); and the approval granted by the Wildlife Conservation Board on November 15, 2023 the Wildlife Conservation Board (Grantor) hereby grants to Resource Conservation District of Greater San Diego County (Grantee), a sum not to exceed four hundred nine thousand dollars (\$409,000) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as: to develop shovel-ready restoration plans that will restore native habitats, enhance wildlife connectivity, improve water quality and increase public access (Project) on approximately 15 acres of land commonly known as Otay Valley Regional Park, located in San Diego County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP. The city of San Diego, the city of Chula Vista, and San Diego County are the fee owners of the Property.

3. CONDITIONS OF GRANT

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

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.
- 3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's

receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5,000 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor 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 Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A [Disbursement Request Template](#) provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
- 4.6 Please submit disbursement requests electronically to WCB at WCB Clerical@wildlife.ca.gov and WCB Project Manager Hayley Pechner, hayley.pechner@wildlife.ca.gov with "Project ID 2023180 Invoice No. ____" in the subject line.
- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.
- 4.8 Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the

State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective. Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds if funds identified for allocation to the Project are recalled by the State Treasurer's Office.

- 4.9 With the final invoice, Grantee shall provide a completed [Final Cost Share Accounting Form](#) when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

- 5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

- 5.2 Indirect cost rates are limited to 15 percent of the total direct WCB Grant Funds. Any amount over 15 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone service, and copying which is directly related to completion of the Project.

It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit C - WORK PLAN and incorporated herein by this reference, on or before March 31, 2027 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 6.2 Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3 Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor.
- 6.4 Not later than 30 days following the completion of all Project activities Grantee will submit one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.

7. BREACH AND REMEDIES

- 7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.
- 7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.

- 7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000 to Grantor prior to commencing work.

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, 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 Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor, and Grantee. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee 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 three years after final disbursement by Grantor. During such time, Grantee 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 Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page 1 of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
- a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation, and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
- 8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
- a) will receive a copy of the company's drug-free policy statement; and,
 - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

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

8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- 8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
- 8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- 8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- 8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements: Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Grantee

shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment

Title or ownership of equipment with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Grant Manager.

8.15 Informational Products

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<https://gis.data.ca.gov>), maintained by the California Department of Technology.

8.16 Non-Discrimination

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

8.17 Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should Grantor

determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. Grantor shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Grantor.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on November 15, 2023, the Board authorized the award of a grant of up to \$409,000 to Grantee for the Project.

11. COUNTERPARTS

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

12. ELECTRONIC SIGNATURES

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

13. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee shall receive a fully executed original and Grantor shall receive one fully executed original.

14. 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 – Location Map

Exhibit B – Budget

Exhibit C – Work Plan

Otay Valley Regional Park Restoration Planning
Grant Agreement Number WC-2398HP
2023180

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____ Date: _____

Jennifer M Norris, Ph.D.
Executive Director

GRANTEE

RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY

By: _____ Date: _____

Ann Baldrige
Executive Director

EXHIBIT A – Location Map



EXHIBIT B - Budget

Project Task	WCB	Non-WCB Funds*	Total
Project Management	\$101,639	\$45,000	\$146,639
Project Analysis	\$75,100	\$10,000	\$85,100
Community Engagement	\$38,500	\$5,000	\$43,500
Landscape Concept Plan and Construction Documents	\$116,844	\$20,000	\$136,844
Indirect Costs	\$39,785	---	\$39,785
Contingency	\$37,132	---	\$37,132
TOTAL	\$409,000	\$80,000	\$489,000

*Non-WCB funds includes contributions from the Grantee, San Diego Green Infrastructure Consortium, Institute for Public Strategies, and City of San Diego.

EXHIBIT C – Work Plan

Otay Valley Regional Park (OVRP) is a large major natural asset located in the middle of under-served populated areas in the South Bay region of San Diego County. Numerous environmental and social forces degrade its capacity to provide a healthy place for native wildlife and the surrounding urban population. The Project will produce detailed on-the-ground restoration implementation plans for a piece of OVRP open space property covered primarily by a long-established eucalyptus grove. The plans will include: (a) restoring and enhancing critical habitats for the benefit of native animals and plants, including ones at risk; (b) creating and enhancing connections within the park for these animals and plants to move in natural patterns; (c) improving water quality and availability; (d) building safe connections for park users to connect with this restored natural space and wildlife within it; and (e) building local community engagement needed to provide long-term stewardship. Planning will entail developing shovel-ready plans, environmental compliance, budgets, and timelines to accomplish restoration, water management, wildlife connectivity, and public access.

Task 1: Project Management

The Grantee will provide overall Project coordination and staff supervision; conduct kick-off meetings; finalize the workplan including setting overall goals, determine final costs and matching funds from participating partners; finalize the Project plan and task deadlines; issue contracts and manage the preparation of the concept and subsequent drawings, manage contractors; coordinate with landowners and partners; oversee timelines; selectively assist in field work; execute invoicing and payments.

To be completed – Kick-off meetings, final planning Project plan.

Task 2: Project Analysis

The Grantee will conduct an analysis of existing site documents and a field analysis resulting in a site inventory, including photos, field notes, sketches, and observation. The base map will be updated based on this information. The Grantee will perform an analysis of relevant information about adjacent sites including existing and potential trails and connectivity to the rest of OVRP for wildlife and the public. They will produce a list of relevant community stakeholders and a person of contact for each stakeholder, the list will include relevant tribes of the Kumeyaay Nation and the OVRP's Citizens Advisory Committee among others. Analysis of any other existing conditions will occur, such as existing topographic and visual analysis, drainage conditions and other elements that will impact the restoration plan.

In addition to the initial site inventory the Grantee will complete a functional analysis of the project needs to (1) determine the ecological needs and opportunities at the site, including but not limited to invasive species removal, native plantings, water availability and control, wildlife corridors, public access and connectivity; (2) determine community needs for education, exposure to nature, and protection from erosion and flooding; (3) determine what permitting and environmental compliance is needed; (4) prepare and submit permitting packages and the California Environmental Quality Act (CEQA) determination; (5) and determine any other additional requirements from local ordinances, other relevant studies, plans, and programs.

To be completed – Stakeholder list, site inventory and functional Project analysis documents, opportunities and constraints document, submission of CEQA Exemption or Notice of Determination, and submission of permit application packages.

Task 3: Community Engagement

The Grantee will hold forums to obtain community input. These forums will include discussions to determine which issues are most relevant to the community, such as access to nature, water availability, flood protection, and personal safety. The Grantee will use these forums to get feedback about community access, stewardship, and the Landscape Concept Plan. Additionally, the Grantee will produce a Management Plan through discussions about how the landscape will be maintained, both by the jurisdictions and community stewardship.

To be completed – Community stakeholder forums, management plan.

Task 4: Landscape Concept Plan and Construction Documents

The Grantee will use what is learned in the site inventory and functional Project analysis to develop the Landscape Concept Plan and construction documents. The Landscape Concept Plan will include, but is not limited to, the removal of invasive and fire-prone species followed by planting native and site compatible species that will support appropriate wildlife, the addition of features to improve water availability and management and features to improve public access and wildlife connectivity. The Grantee will complete implementation cost estimates and identify potential sources of funding for implementation.

To be completed – Draft Landscape Concept Plan, Final Landscape Concept Plan incorporating stakeholder and community feedback, obtain contractor bids, complete implementation cost estimates, investigate potential sources of matching funds for implementation.

Deliverables

Invoices, copies of subcontracts over \$10,000, annual reports, and a final report including the final landscape plan and construction documents, draft Categorical Exemption or Notice of Determination, and permit application packages.

SUCCESSES . STRUGGLES . SUPPORT

Activity Highlights for October 2023
Prepared for Board Meeting on 11/8/23

SUCCESSES

Executive Director:

- Continued to hold regular check-ins with staff and bi-weekly office staff meetings.
- Continued working at the farm regularly to attend farm staff meetings and connect with staff.
- Supported staff with grant applications and reporting.
- Attended meetings with partners and funders.
- Helped to onboard Rachel Petitt, new regional coordinator for SoCal RCDs' carbon farming efforts (SoCal Soil & Water Hub).
- Convened and participated in a SoCal Soil & Water Hub meeting.
- Submitted a quarterly update to Upper San Luis Rey RCD on activities conducted in their district under our fire prevention, agricultural, and pollinator MOUs.
- Met with CARCD and NRCS to discuss the new forestry position being funded by NRCS at the RCD level; drafted a position description in preparation of recruitment which will begin in November.
- Continued meeting with a potential new IT company to compare services with existing IT company.
- Hosted a class from the Advanced Inquiry Program from the San Diego Zoo Wildlife Alliance at Wild Willow Farm.
- Continued to plan a legislative outreach event in early December where we will officially launch the SoCal Soil & Water Hub.
- Attended the 30x30 Partnership Gathering in Riverside.
- Participated in a site visit with the Wildlife Conservation Board staff member who will be our grant manager for the restoration planning project in the Otay River Valley.
- Participated in a site visit at Volcan Mountain Foundation with representatives from La Jolla Band of Luiseño Indians and Iipay Nation of Santa Ysabel.
- Continued to collaborate with NACD on annual conference planning efforts.
- Met with Mission RCD to discuss the County Water Authority Agricultural Water Management Program.
- Working on a new Board member orientation PowerPoint presentation.
- Participated in the Fall at the Farm event.
- Finalized the 2022 annual report and began sharing with partners.
- Worked with graphic designer to reformat the Wild Willow Farm logo.
- Participated with staff in discussions on how we can improve our outreach and engagement with local tribal nations.

PROGRAM REPORTS

Port:

- Sent out additional promotion through email mailing.
- Postponed October trips until November to ensure we are ready to begin Education Assistant training. Booked seven presentations for the upcoming month.
- Hired and began training Kacie Wright to coordinate the Port Program.

Pollinators

- Working Lands for Pollinators - CDFA Pollinator Habitat Program and CARCD WCB Grant
- Received inquiry from an online news outlet to do a story at a farm site about the program, checking with team and applicants about who would be best fit/interested.
- Finalized criteria to rank all applicants and team met to begin ranking process; goal is to give notice of next steps, whether funding or not, to all farmers who have received a site visit by the end of the year.

Sweetwater Community Garden

- 2 New Gardener Orientations

Tijuana River Valley Community Garden

- 0 New Gardener Orientations
- 1 new ¼ Acre farmer
- Garden Assistant Eli Valdez began working independently on garden landscape management.
- RCD documented as Stacey Fiorenzi continued clearing quarter acre Plot #7.
- Simon-Luke Aquino interviewed and moved into quarter acre Plot #8.

SD Food Foundation

- Conducting research on available resources and reaching out to other community garden organizers in preparation for this project.
- Completed a survey that will be sent to TRV gardeners (about garden governance and involvement).

Farmer & Rancher Support

CA Dept of Food and Ag:

- Irrigation evaluations for ZXQ Vineyards in Escondido, Rios Canyon Ranch in El Cajon and JM Cady Family Farm in Jamul.
- Rebates for pump testing by AWPS Engineering for Nagata Bros in Oceanside (Mission) and Sunset Grove in Escondido.
- Refined Carbon Farm Plan for Domaine Artefact in San Pasqual Valley.
- Held meeting of SoCal Soil and Water Hub and assigned additional carbon farm plans.
- Distributed contracts to planning consultants including RCDs, Foodshed, Audubon, Tierra Data and Cuttings Edge.
- For Farm to School, planned budget with farm staff including fencing and irrigation; waiting on school district to approve MOU.
- Ag Programs Coordinator Shadowed Community Program Manager on Healthy Soil program.
- Submitted drought relief application for Hukama Produce in Ramona to Ventura RCD funding pool.

- Ag Programs Coordinator and Hub Coordinator attended Food Systems Alliance 2023 Gathering.

Audubon California:

- Met with Audubon California to discuss abilities and methods. Contacted consultant for related grazing management plan. Tested field methods at Rancho Jamul.

CA Dept of Conservation (SALC):

- Distributed survey to urban producers to design buyer's co-op pilot project.
- Onboarding and Hub meeting for SoCal Soil and Water Hub Coordinator Rachel Petitt
- Hub Coordinator introduced at Farm Bureau Board Meeting
- Hub Coordinator attended CA Natural Resource Agency 30x30 Conference in Riverside

Inland Empire RCD/NRCS:

- Coordinated final grant activities with Back Country Land Trust and USFS
- Confirmed work activities for Viejas Environmental Department

US Natural Resources Conservation Service (NRCS):

- Conducted site visits for Charlie Chen in Alpine and Rios Canyon Ranch in Lakeside to assess EQIP eligibility and sample soil.
- Hosted and spoke at the Global Sustainable Beef Roundtable at Rancho Jamul.
- Community Programs Manager participated in week-long regenerative agriculture training at TomKat Ranch in Pescadero.
- Conservation Advisor attended inaugural Community of Practice meeting with FoodShed.
- Attended Mulch Blower Demonstration at San Pasqual Valley Soils.

Zero Footprint:

- Nothing to report.

Forestry & Fire Prevention

CAL FIRE Forest Health:

- Forest Health project progressing, contractors are currently finishing work on Pauma, Palomar Land & Cattle and Forest Service property.
- Palomar Collaborative - Held community meeting at Palomar Observatory to present the CWDG project; finalized and applied for a Community Wildfire defense Grant (CWDG) that aims to address many of the items identified in the Palomar Mountain CWPP.

DOC- RFFC Program:

- Completed a contract amendment for our Pala Forest Health Project.

- Providing project planning assistance and TA to land managers to further develop landscape-scale projects.
- Continuing to meet with our SoCal Collaborative group, participate in statewide meetings and communicate with local contributors regularly.
- Contractor has moved equipment to Girl Scouts Camp Winaka.

DSAP & Chipping Programs:

- Hosted a community Chipping Day with Eucalyptus Hills FSC, 47 community members attended to have their materials chipped and disposed of.
- Working on redesigning DSAP, Chipping, and launching the Home Assessment Program. Have created a program zone map, program flyers, and website pages to be launched on January 2nd.
- Published a Press Release about our new CFSC Defensible Space Grant and program launch, CBS 8 published a story in response.
- Applied for a Community Wildfire Defense Grant for our DSAP and new Home Assessment Program.

Fire Safe Council support:

- Received revised CWPP template from graphic designer, ready to use for our 2024 CWPPs.
- Participated in CFSC monthly statewide, regional, and county coordinator meetings.
- New Lakeside FSC and Jamul FSC applications approved.
- Hosted the monthly FSC Coffee Chat with a discussion on insurance and related resources.

GrizzlyCorps:

- Acquired Wildland Fire Assessment Program certification from the National Volunteer Fire Council, 10/17
- Completed 2023 – 2024 GrizzlyCorps Gap Assessment, 10/20
- Attended GrizzlyCorps volunteer event at Crystal Bay Farm in Watsonville CA, 10/21 - 10/22
- Assisted forestry and fire team with GIS projects including, Mapping of DSAP and Chipping sites, Fire Safe Council zones, and DSAP prioritization.

Wild Willow Farm

- Staff met to discuss Farm to School budget limitations and identify funding for fencing and irrigation needed to complete farm to school field; no produce sales made, waiting on school district to approve MOU.
- Hosted one successful workshop, Superhero Herbs for Bone Broth.
- Hosted Fall Farm School which will end on November 4th.
- Prepped for upcoming Farming 102: Discovering Our Roots workshops.
- Wrote and sent out one Wild Willow Farm Newsletter.
- Held multiple meetings to plan the Fall at the Farm event through the Community Enhancement Grant.
- Hosted Fall at the Farm on October 28th - The event was a great success and has multiple different stations for learning and exploring! We had over 350 attendees which brought in farm stand sales.
 - San Diego Seed Swap hosted a booth and gave away plants, seeds, grow bags, and more. Cindy Saylor led an informational plant walk.
 - Cham Edduriya taught a nutrition and CSA workshop.

- Farm staff hosted a tea making station and a pumpkin/face painting area for kids.
- Hosted Zoo Wildlife Alliance for an event on October 13th.
- Finished training for the Farm Education Coordinator.
- Put up flyers for Fall at the Farm and the CSA Program in Imperial Beach and Chula Vista.
- Repaired and refurbished Self-Guided Tour signs.
- Hosted four field trips.
- Hosted one Group Activity with Alexandria Real Estate Group.
- Savannah has been working to create a new curriculum for Field Trips.
- Continued selling to several diversified sales streams: CSA, floral wholesale, Foodshed, farmstand, and restaurants.
- Foodshed's CSIP (climate smart incentive program) started back up; the farm is enrolled and will be receiving various financial benefits by our continued participation in the program.

RCD General:

- Participated in Food Day at Julian on October 19th and taught students about the importance of gardening and sustainable design.
- Continued sending out promotional materials for the 2023 Speak Off Competition. Elizabeth Garcia presented two classes about Speak Off. Unfortunately we did not receive any applicants, so we were not able to proceed.
- Prepped for the Pollinator Presentation which will be given at the 2023 CARCD Conference.
- Celebrated 2-year work anniversary for Community Programs Manager and 1 year work anniversary for Garden Coordinator
- Semi-annual monitoring of soil and vegetation conditions at Rancho Jamul demonstration site
- Site tour of Otay Valley eucalyptus grove to prepare for WCB grant.
- Shared status of ag policy recommendations with County of San Diego supervisors
- Explored creation of meaningful relationships with tribal partners with consultant Colin Richards
- Interviewed applicant for Agriculture Internship
- Printed department services brochure
- Met with Xerces and Goldridge RCD to learn about the development of their native seed program.
- Worked with Cal State San Marcos and Mission RCD on grant application to fund creation of school garden curriculum based in STEM learning goals.

• STRUGGLES •

- Farm had its first frost overnight on 10/29-10/30

• SUPPORT •

- None

• NEWSLETTERS •

- Forestry and Fire: [October FSC Newsletter](#) and [October Blog Post](#)
- AG Outreach: Monthly announcements ([October edition](#))
- Wild Willow Farm Newsletter :
<https://www.wildwillowfarm.org/so/980jUP3Yk?languageTag=en>

• UPCOMING EVENTS •

- 11/2 – Farm Expo at Escondido Center for the Arts
- 11/6 - Southern Montane Forests Conservation Strategy Workshop
- 11/9 - FSC General and Executive Board Meeting, Lakeside Library
- 11/9 CDFA Environmental Farming Advisory Council
- 11/9 - Defensible Space, home hardening, and fire behavior training with Luca Carmignani from UCANR
- 11/11 - Farming 102: Tomato Teachings
- 11/12 - Natural Tie-Dyeing Workshop
- 11/18 –Abridged LCSS Workshop, Community Resource Center Warner Springs
- 11/19 - Elderberry Syrup & Cold Care Tea Blending
- 11/25 - Farming 102: Squash School
- 11/27 – Range Management Advisory Committee
- 12/5 – SoCal Soil and Water Hub Launch – legislative event

RCD STAFF – October 2023

Ann Baldridge, Executive Director	Heather Marlow, Director of Forestry & Fire Prevention Projects
Chris Kelley, Financial Director	Joel Kramer, Director of Agricultural Programs
Morgan Graves, Forestry & Fire Prevention Projects Coordinator	Stan Hill, Forestry & Fire Prevention Projects Manager
Sierra Reiss, Education Manager	Andy Williamson, Irrigation Technician
Rachel Lloyd, Accounting Clerk	Gregg Cady, Farm Conservation Advisor
Joanne Sauerman, Office Coordinator	Cheyenne Piacenza, Farm Manager
Erik Rodriguez, Farm Operations Manager	Joannaluz “Joanna” Parra, Farmer
Juliann “JJ” Tidwell, Farmer	Paul Maschka, Regenerative Farming Educator
Codi Hale, Community Programs Manager	Savannah Villar, Farm Education Coordinator
Elizabeth Garcia, Ag Technician	Carolina Guia, Forestry & Fire Prevention Technical Assistant

Daniela Mejia, Community Garden Coordinator	Elizabeth Valdez, Garden Assistant
Kacie Wright, Environmental Educator	Joe Lewis, GrizzlyCorps Fellow
Rachel Pettitt, SoCal Soil & Water Hub Coordinator	

RCD / FSC GRANT STATUS

CURRENT GRANT ACTIVITY – OCTOBER 2023

ITEM 6-2a

Grant Applications Submitted	Program	Amount \$	Notes / Updates
Community Wildfire Defense Grant	Forestry & Fire Prevention	\$552,216	Palomar Mountain FSC CWPP projects, especially defensible space and ingress/egress
Community Wildfire Defense Grant	Forestry & Fire Prevention	\$3,219,425	Funds to expand our Home Assessment Program and provide defensible space assistance.
Good Neighbor Authority (Bureau of Land Management)	Pollinator Health	\$640,870	Hermes Copper Butterfly restoration; submitted 9/1/23; partnership with USFS, SD Zoo & Wildlife Alliance, SDMMP, USFWS and others. RCD as lead agency
Regional Resilience Planning and Implementation Grant Program	Agriculture Department	\$272,925 (to RCD)	Collaboration with UCSD Center for Community Health and Project New Village (UCSD as lead), focus on urban ag
USDA Local Meat Processing	Agriculture dept	\$87,000	Supporting a \$1.1m application from KCW Custom Processing to develop a mobile slaughter and processing facility. RCD will provide outreach and TA.
Wildlife Conservation Board	Habitat restoration planning grant	\$580,000	Project in collaboration with the Green Infrastructure Consortium and Otay River valley Regional Park, RCD as lead partner. Preapplication approved, invited to full proposal
Grants Currently Working On	Program	Amount \$	Notes
EPA Environmental Education Grant	Education	\$5,000	Collaborating with Cal State San Marcos and Mission RCD to develop a Native Pollinators, Native Foods program for local schools. CSUSM would lead, we would receive a \$5k subaward from a \$100k grant.
Community Wildfire Defense Grant	Forestry & Fire Prevention	\$2m	Palomar Mountain FSC CWPP projects, especially defensible space and ingress/egress
Strategic Growth Council Community Resilience Center	Ag Department and Wild Willow Farm	\$99,681.44 (RCD ask)	These funds are part of a proposal from Casa Familiar in San Ysidro who want to partner with us to help them develop a community garden and curriculum for residents.
CAL FIRE Pilot Community Block Grant	Forestry & Fire Prevention	\$10m	Regional Investment Strategy for RFFC SoCal Block Grantees. We will manage the grant for the region, if awarded.
CA State Parks Direct Funding Agreement	Forestry & Fire Prevention	\$870,000	\$290,000 per year for three years to continue the Native American Conservation Corps program.
Recent Grants Awarded	Program	Amount \$	Notes
Dept of Conservation – Climate Smart Working Lands	Agriculture Dept	\$900,000	Grant in partnership with SD County (they are lead agency), implementation of SALC-related projects. \$2M request, \$1,800,000 awarded.
NACD Outreach and Technical Assistance	Agriculture Department	\$62,000	To provide TA on integrated pest management

CDFA Healthy Soils TA	Ag Department	\$56,000	Partner on Zero Food Print block grant. We will provide TA to farmers in our district.
CARCD USDA Equity in Conservation Outreach Block Grant	Ag dept	\$22,500	Outreach to underserved farmers.
CDFA Healthy Soils and SWEEP TA	Ag Department	\$200,000	Technical assistance for grant applications and implementation for Healthy Soils and SWEEP.
NRCS-CARCD	Forestry & Fire Prevention	\$303,016.77	Three-year grant to fund a full-time forester or similar position to support forest management plans and other planning work.
CA Fire Safe Council	Forestry & Fire Prevention	\$500,000	Working with community FSCs, Urban Corps, and Go Patriot to implement defensible space support in targeted communities.
NRCS-IERCD	Ag Department - Post-disaster recovery	\$30,000	Program links farmers and ranchers to resources to recuperate their land following a natural disaster
Audubon California Conservation Ranching	Ag Department	\$20,000	Funds environmental monitoring activities at two ranches to supplement carbon farm plans, habitat management plans and grazing management plans
NRCS CA – Contribution Agreement	Agriculture Dept	\$150,000	Funding to support technical assistance to farmers & ranchers and to refer to NRCS programs.
Community Food Fund, San Diego Foundation	Community Gardens	\$100,000	Original request for \$187k, part funded to support TRV Community Garden.
CDFA Underserved Producers Economic Relief (CUSP)	Agriculture dept	\$87,000	Grant to build on 2021 funding by capitalizing on existing relationships and reputation to support underserved farmers to access funds and resources post-disaster.
CAFF	Wild Willow Farm	\$15,000	Post-flooding economic relief
DOC - RFFC Program Round III and Opportunity Fund - Wildfire Resiliency	Forestry & Fire Prevention	\$3.15M	Recent amendment approved to combine Round III and Opportunity Fund with Round our II grant.
CARCD – WCB block grant	Pollinator Health	\$356,515	Five-year grant to CARCD and sub-awarded to RCDs. Awarded 1/13/23
CDFA Pollinator Habitat Program	Pollinator Health	\$339k	Funds to support implementation of pollinator habitat on working lands, Awarded March 2023
Community Enhancement Program	Wild Willow Farm	\$9,491	Spring event at the farm, submitted 1/6/23, awarded March 2023
CDFA Planning Grant (CAPGP)	Funding to support conservation planning with farmers and ranchers, including carbon farm planning	\$249,700	Joint proposal with Regional Carbon Farming Hub partners (Mission and Inland Empire RCDs). Announced 2/2/22
SDG&E Safety Partners	Defensible Space Assistance Program	\$20K	Support to our North County communities not within SDRC boundaries.
Climate Cycle Institute	Regional Carbon Farming Hub	\$360,000	Three years of funding to hire a Coordinator for the Southern CA Carbon Farming Hub (awaiting agreement)

County Coordinator Grant – CAFSC	FSC technical assistance, CWPPs, capacity building	\$175k	Submitted 11/15/22, Awarded January 2023
Subcontract from Food Shed	Agriculture - carbon farm plans	\$40,000	Subcontract is part of Food Shed’s recently awarded USDA Climate Smart Commodities grant (Dec 2022) – awaiting subcontractor agreement
SDG&E	Fuels Reduction	\$1.2M	New budget amount for 2023; renewable annual budget for 5 years
Grants Denied / Cancelled	Program	Amount \$	Notes
Western SARE	Agriculture Dept	\$19,000	Supporting agave establishment in SD County with lead applicant, UC Davis.
USDA – Urban Agriculture and Innovative Production	Agriculture dept	\$349,532.61	Denied august 2023
CALFIRE Forest Health	Round 2 of the “Saving San Diego’s Last Mixed Conifer Forest”	\$6m	Denied April 2023
Community Wildfire Defense Fund	USFS – Implementation of County CWPP projects, including chipping and DSAP	\$4.93m	Denied March 2023

RC FOUNDATION GRANT STATUS

CURRENT GRANT ACTIVITY – OCTOBER 2023

ITEM 6-2b

Grant Applications Submitted	Program	Amount \$	Notes / Updates
CDFA Urban Agriculture	Wild Willow Farm	\$175,000	Staff capacity and business planning
Grants Currently Working On	Program	Amount \$	Notes
Grants/ Donations Awarded	Program	Amount \$	Notes
CDFA – Farm to School, Track 4	Wild Willow Farm	\$150,000	Funding to develop a Farm to School field to supply produce to Sweetwater Union High School District for school consumption and nutrition education programs.
Hervey Family Fund	Wild Willow Farm	\$20,592	Funding to review the CSA model and promote to / engage the local community
Hervey Family Fund	Wild Willow Farm	\$10,000	Donation via SD Foundation, December 2022
SDG&E	Wild Willow Farm	\$3,000	Contribution for hosting a corporate volunteer event
SDG&E Environmental Champions 2022-23	Pollinator health	\$7,500	Program to promote native milkweed and host an event to swap tropical milkweed plants for a native plants
Collins Aerospace	Wild Willow Farm Donation	\$1,300	Staff Field Day Donation 2022
One Tree Planted	Arbor Day tree planting	\$2,500	Wild Willow Farm 2022
SD Foundation- H. House Family Fund	Wild Willow Farm	\$10,000	Direct support gift through SD Foundation 4/2022
SDG&E Environmental Champions 2021-22	Build and distribute garden boxes to South Bay families	\$7,500	Funding for vegetable or pollinator gardening container gardening workshops and supplies.
Grants Denied / Cancelled	Program	Amount \$	Notes
SD City Council - CPPS	Pollinator health	\$6,715	Program to promote native milkweed and host a San Diego Pollinator Week program of events.
SD City Council - CPPS	Wild Willow Farm Field trips	\$5,250	10 free field trips for schools in neighboring communities, plus some additional supplies.