

FUNDING AGREEMENT
Sonoma County Regional Parks North Sonoma Mountain Regional Park Grazing Infrastructure
Enhancement Project and Ragle Ranch Regional Park Contract Grazing Project
Gold Ridge Resource Conservation District

RECITALS

- A. Gold Ridge Resource Conservation District (GRRCD) has established the LandSmart Grazing Program for Community Resilience (Program) with grant funding received from the State of California Coastal Conservancy (SCC) Wildfire Resilience Program 2023-2024 under **Grant Agreement 23-039**.
- B. The purpose of the Program is to support the utilization of targeted livestock grazing, infrastructure construction, and education to reduce fire fuel loads and make communities safer in the face of wildfires on public land and the private lands adjacent to public lands. GRRCD is working cooperatively with landowners to implement this type of vegetation management because it is a cost-effective and carbon beneficial tool to steward vegetation on public lands. Targeted grazing is the practice of strategically concentrating grazing animals through different plant communities to achieve vegetation management goals. Using technologies like electric fencing and solar chargers, animals like goats and sheep can be contained within predetermined boundaries. These enclosures are adapted to individual sites and constructed with the intent of achieving specific vegetation management goals. As a vegetation management technique, targeted grazing offers unique social, environmental, and economic implications. Targeted grazing is effective not only to reduce fire risks but also to improve biodiversity.
- C. Subject to limitations, funding to implement the Program will consist of (a) SCC Wildfire Resilience Program funds, and (b) landowner financial resources.
- D. LANDOWNER is the fee owner, or has the indefeasible right of possession for no less than the Term described in Section 1 below, of those real properties located in Sonoma County, California, described as follows:
- E. The real properties are described as: 1) North Sonoma Mountain Regional Park, at 5297 Sonoma Mountain Road, Santa Rosa, CA 95404 in County Records as Assessor's Parcel #055-130-009 ("North Sonoma Mountain"); and 2) Ragle Ranch Regional Park, 496 Ragle Rd, Sebastopol, CA 95472 in County Records as Assessor's Parcel #077-170-001 ("Ragle Ranch").
- F. GRRCD and LANDOWNER have defined a project to be implemented on the above-named properties (Project), consisting of the following:
- i. Improvements to existing Grazing Infrastructure at North Sonoma Mountain Regional Park to facilitate livestock grazing, including the following, described specifically in Exhibit A:
 - Perimeter livestock fencing
 - Interior livestock cross fencing
 - ii. Contract grazing at Ragle Ranch Regional Park

AGREEMENT

LANDOWNER and GRRCD now desire to enter into this Agreement for the purpose of setting forth the terms and conditions for the implementation of the Project on LANDOWNER's properties, as well as for the purpose of setting forth the rights and obligations of Landowner and GRRCD with respect to the ongoing monitoring, maintenance and use of the Project. This Contract supersedes and replaces any previous understanding, agreement or contract, written or verbal, between GRRCD and LANDOWNER.

THE PARTIES AGREE AS FOLLOWS:

- 1. Effective Date.** The effective date of this Agreement is January 16, 2025.
- 2. Term of Agreement.** Work under this Contract shall continue until either party terminates the Contract; however, with respect to services initiated under the Contract, the terms and conditions herein shall continue through completion of such services, or until September 30, 2026, whichever comes first.
- 3. Project Scope.** The Project consists of components listed above and detailed in Exhibit A.
 - a) LANDOWNER will construct grazing infrastructure at North Sonoma Mountain Regional Park, with their own labor or by engaging a licensed and qualified general contractor to undertake all necessary construction and shall administer any such contract. All construction shall adhere to the descriptions, plans and specifications in Exhibit A.
 - b) LANDOWNER will contract for grazing at Ragle Ranch Regional Park, engaging a qualified livestock operator.
- 4. Funding Amount and Payment.**
 - a) GRRCD shall provide implementation funds to LANDOWNER in an amount not to exceed SEVENTY-EIGHT THOUSAND DOLLARS AND NO CENTS [\$78,000.00], to be expended as follows:
 - i. An amount not to exceed FORTY-THREE THOUSAND DOLLARS AND NO CENTS [\$43,000.00] will be reimbursed to LANDOWNER for infrastructure improvements at North Sonoma Mountain Regional Park.
 - ii. An amount not to exceed THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS [\$35,000.00] will be reimbursed to LANDOWNER for contract grazing and project management in Ragle Ranch Regional Park.
 - b) LANDOWNER shall be paid for performance under this Agreement in accordance with Exhibit A attached hereto and made a part hereof by this reference (Scope of Work). LANDOWNER shall perform the Scope of Work and complete the deliverables outlined in Exhibit A. LANDOWNER shall submit an invoice and report at least quarterly for fund disbursements. All invoices rendered to GRRCD by LANDOWNER shall indicate the number of hours worked, dates worked, cost for materials and subcontractors, and such additional information as GRRCD shall be

reasonably requested. The compensation provided for in this article shall be the total consideration of the LANDOWNER and shall include all of LANDOWNER's grazing infrastructure and contract grazing expenses incurred in rendering requested services.

- c) An original invoice with all required documentation shall be submitted to: Gold Ridge Resource Conservation District, 2776 Sullivan Road, Sebastopol, CA 95472, Attn: William Hart, or by email to william@goldridgercd.org and accounting@goldridgercd.org . Electronic submission is preferred. LANDOWNER will provide a completed IRS Form W-9 with a wet signature (any signature affixed to a hard copy with a pen).
 - d) Compensation shall be paid to LANDOWNER within 30 days after GRRCD has received payment from and/or SCC. Payments from the State Coastal Conservancy can take up to 120 days. After GRRCD has received payment for work completed, the GRRCD Board of Directors shall review the invoice to be paid at their regularly scheduled meeting on the third Thursday of the month. No invoice can be paid without Board approval.
- 5. Project Schedule.** Work may start when agreed upon by both parties. This agreement may be signed electronically using a process specified by GRRCD. All project components shall be substantially complete by July 31, 2026 (DEADLINE). DEADLINE may be extended by mutual agreement of GRRCD and LANDOWNER.
- 6. Landowner Designation.** LANDOWNER is to be considered an independent contractor, and all persons employed by LANDOWNER in connection with works covered by this Contract are not to be considered employees of GRRCD in any respect whatsoever.
- 7. Rights and Obligations of the LANDOWNER**
- a) Upon completion of the implementation of the Project, ownership of the Project and all its components is assumed by LANDOWNER, and Landowner shall be responsible for maintaining the grazing infrastructure. Landowner is not required to replace the Project if it or any component is damaged or destroyed by acts of God, intentional acts of third parties, or negligence of third parties.
 - b) LANDOWNER is not eligible for reimbursement for costs incurred for work outside the scope of this Agreement, changes that were not approved by GRRCD, and/or additional costs due to unexpected conditions or acts of God, unless expressly approved in writing by GRRCD.
- 8. Grant of Permission.** Landowner authorizes GRRCD, SCC, their staff and agents to enter North Sonoma Mountain and Ragle Ranch Regional Parks upon reasonable advance notice, for the purposes of evaluating implementation and monitoring effectiveness of the Project commencing on the Effective Date of this Agreement and continuing throughout the term. Such access shall at all times be reasonably acceptable to Landowner and the requestor and shall be limited to areas of North Sonoma Mountain and Ragle Ranch in which project components are located.

9. Notification

- a) GRRCD shall notify the Landowner before entering both North Sonoma Mountain and Ragle Ranch. GRRCD may, at their option, provide such notification by telephone call to the Landowner at the phone number shown below, or by email to the Landowner at the email address shown below.
- b) Any other notification under this Agreement shall be made in writing and) sent via email to the address(es) indicated below.
- c) Any notification under this agreement shall be provided to the parties at the following mailing addresses, telephone, or email addresses.

GRRCD: Gold Ridge Resource Conservation District
2776 Sullivan Rd.
Sebastopol, CA 95472
Attn: William Hart
707-823-5244 x 15
william@goldridgercd.org

Landowner : Sonoma County Regional Parks.
400 Aviation Blvd, Suite 100
Santa Rosa, CA 95403
Attn: Hattie Brown
Office: (707) 565-3220 | Cell: (707) 331-9835
hattie.brown@sonoma-county.org

Lulu Waks
(707) 230-1188
lulu.waks@sonoma-county.org

Notification addresses, phone, and email addresses for any party may be changed by written notice to the other party given in accordance with this Section E(c)

10. Termination of Agreement. This Agreement may only be terminated by GRRCD and may be terminated without GRRCD incurring liability for breach of the Agreement, upon the occurrence of one or more of the following conditions.

- a) The mutual written agreement of the GRRCD and the Landowner.
- b) GRRCD's determination that:
 - i. Compliance with the Agreement will result in the violation of a federal, state or local statute or regulation; or
 - ii. Termination of the Agreement would be in the public interest, or

- iii. Default of the Landowner in the performance of any of the terms and conditions of this Agreement, or material breach of any of its provisions or warranties, and failure to cure the default or breach within 30 business days after service on Landowner of written notice of such default or breach.

11. Reimbursement Upon Termination. In the event of termination of this Agreement, Landowner shall be entitled to payment for all work performed under this Agreement prior to termination.

12. Enforcement and Dispute Resolution

- a) In addition to any right to terminate this Agreement in the event of default or breach by Landowner, GRRCD shall have any other rights available in law or equity to remedy or recover for any injury or damages it suffers as a result of such breach or default.
- b) Notwithstanding its rights pursuant to Section 11(a), it is the intention of GRRCD to strive to amicably resolve any dispute which might arise with Landowner or Landowner's successors in interest concerning this Agreement. GRRCD agrees that prior to taking any other action GRRCD will communicate any concerns relating to Landowner's performance under this Agreement to Landowner and shall provide a reasonable opportunity, including through mediation, for Landowner to fully present and address Landowner's views and concerns with regard to the dispute.

13. Landowner Rights

- a) GRRCD shall not disturb the Property, except as necessary for the monitoring of the Project.
- b) GRRCD shall not engage in any nuisance activities on the Property. Reasonable activities associated with monitoring shall not be considered nuisance activities.
- c) GRRCD shall not interfere with privileges or rights that the Landowner has or may grant to others, except to the extent that such privileges or rights are modified by this Agreement and by the grant of authorization to GRRCD to monitor the Project.

14. Laws and Regulations. GRRCD and Landowner shall comply with all federal, state and local laws and regulations applicable to the construction of the Project

15. Landowner's Title to the Property, Authority

- a) GRRCD's exercise of the rights and permission granted herein shall never give rise to any claim of title to the Property on the part of GRRCD or parties claiming through or under it.
- b) Landowner warrants and represents that Landowner has the actual authority to enter into this Agreement and to authorize the construction of the Project on the Property and warrants that all other owners of the property to Landowner have also signed this Agreement.
- c) Landowner warrants that, as of the Effective Date of this Agreement, Landowner has not granted privileges or rights to others that may interfere with the activities that

GRRCD is authorized to undertake pursuant to this Agreement. Landowner further agrees that Landowner shall not, after the Effective Date of this Agreement, grant any other person or entity rights or privileges that may interfere with the activities that GRRCD is authorized to undertake pursuant to this Agreement or with the obligations of Landowner under this Agreement

16. Indemnification

- a) Landowner will defend, indemnify and hold the GRRCD, SCC, their agents, employees, contractors or subcontractors, their agents, employees, and funding agencies harmless from any all claims, demands, or liability arising out of the construction and operation of the Project to the extent such claims, demands, or liability arise from, or are related to, the acts or omissions of Landowner or Landowner's agents, employees, invitees, contractors, or persons acting under any of them. Such duty of defense and indemnification shall extend to claims, demands, or liability for injuries occurring before, during or after construction of the Project.
- b) GRRCD will defend, indemnify and hold the Landowner, their agents employees, contractors or subcontractors, their agents, or employees harmless from all claims, demands, or liability arising out of the Project to the extent such claims, demands, or liability arise from, or are related to, the acts or omissions of GRRCD or its agents, employees, invitees, contractors, or persons acting under any of them. Such duty of defense and indemnification shall extend to claims, demands, or liability for injuries occurring before, during or after construction of the Project.

17. Miscellaneous Provisions

- a) Governing Law: The interpretation and performance of this Agreement shall be governed by the laws of the State of California.
- b) Severability: If any provision of this Agreement is found to be void, invalid or unenforceable, it will be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity and/or enforceability of the remainder of this Agreement.
- c) No joint venture or partnership is created by this Agreement as between GRRCD and any other party hereto.
- d) Proprietary and Confidential Information. There is a possibility that as part of executing the work described in exhibit(s) LANDOWNER will need to obtain and use information considered confidential or proprietary by GRRCD or its subcontractors. In this instance, GRRCD will inform LANDOWNER that GRRCD or its subcontractors consider such information confidential or proprietary. LANDOWNER agrees that, during and after the term of this Contract, it will not directly or indirectly disclose to any third person, nor use for its own benefit or the benefit of anyone other than GRRCD, such confidential or proprietary information without obtaining prior authorization from GRRCD.

- e) Accounting, Auditing and Evaluation. LANDOWNER shall prepare and maintain accounting records in support of all amounts billed to GRRCD. LANDOWNER's files and records directly relating to performance of this Contract and billing therefore shall be subject to audit by GRRCD and/or SCC at all times during the course of the project and for a period of three (3) years after project completion. LANDOWNER further agrees to provide timely responses to all reasonable requests for information from GRRCD and SCC for purposes of evaluating the accomplishments of the Project for a period of five (5) years after the date on which the final reports for the project are provided.
- f) Insurance Requirements. LANDOWNER agrees to procure and maintain insurance of the kinds and amounts detailed below (Exhibit C) from insurance companies authorized to do business in the state of California, covering all operations under this Contract. LANDOWNER shall furnish to GRRCD a certificate(s) signed by an authorized representative of the insurance company (ies) showing that LANDOWNER has satisfactorily complied with the insurance provisions herein within 5 days of the effective date of this Contract.
- LANDOWNER shall maintain at its own expense and provide evidence of sufficient commercial general and automobile liability, workers' compensation insurance as required by law or regulation for performance of services under this Contract.
- g) Nondiscrimination. LANDOWNER shall comply will all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination. LANDOWNER agrees not to unlawfully discriminate, harass or to allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, ancestry, age, marital status, physical disability, mental disability, medical condition, national origin and denial of family care leave.

18. **Signatures.** Unless otherwise specified below, the following signatories are the authorized representatives upon whose decisions and information each party may rely in performance of this Contract. Any information or notices required or permitted hereunder shall be deemed to have been sufficiently given to either party if given to these signatories or to such other parties and/or address as they may subsequently designate.

This Contract is effective the date and year stated in Article No. 1.

GOLD RIDGE RESOURCE
CONSERVATION DISTRICT

SONOMA COUNTY REGIONAL PARKS

Address: 2276 Sullivan Rd.
Sebastopol, CA 95472

400 Aviation Blvd, Suite 100
Santa Rosa, CA 95403

Signature: _____

Name: Brittany Jensen

Title: Executive Director

Date: _____

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EXHIBIT A

SCOPE OF WORK

North Sonoma Mountain Regional Park Grazing Infrastructure Enhancement Project and Ragle Ranch Regional Park Contract Grazing Project

Background

The purpose of this project is to support the utilization of targeted livestock grazing to reduce fuel load and make communities safer in the face of wildfires on public land and the private lands adjacent to public lands. Gold Ridge and Sonoma RCDs believe implementation of this type of vegetation management, along with educational support for permanent or rotating herds and support for grazers, will add a cost effective and needed tool to steward vegetation on public lands in a more carbon beneficial manner not only to reduce fire risks but also to improve biodiversity. The sustainability of fuel management and benefits to community cohesion, coordination and morale are anticipated to grow as more projects are implemented. Gold Ridge RCD (Grantee) will implement phase four of the LandSmart Grazing Program, with a focus on public lands and the private lands adjacent to public lands. We have a scope of work with three areas of focus to best address the sustainability of fuel management.

1. Financially support and educate public lands and the private lands adjacent to public lands to access and learn about grazing as a fuel management and ecosystem support tool (Vegetation Management Rebate Program).
2. Provide education on how long-term grazing might work on public lands and the private lands adjacent to public lands (Grazing for Vegetation Management Education and Technical Assistance).
3. Increase the availability of contract grazing by supporting mobile grazers with business planning tools, infrastructure mini-grants, and a community support network for shared learning (Technical, Educational and Mini-grant Support for Grazers).

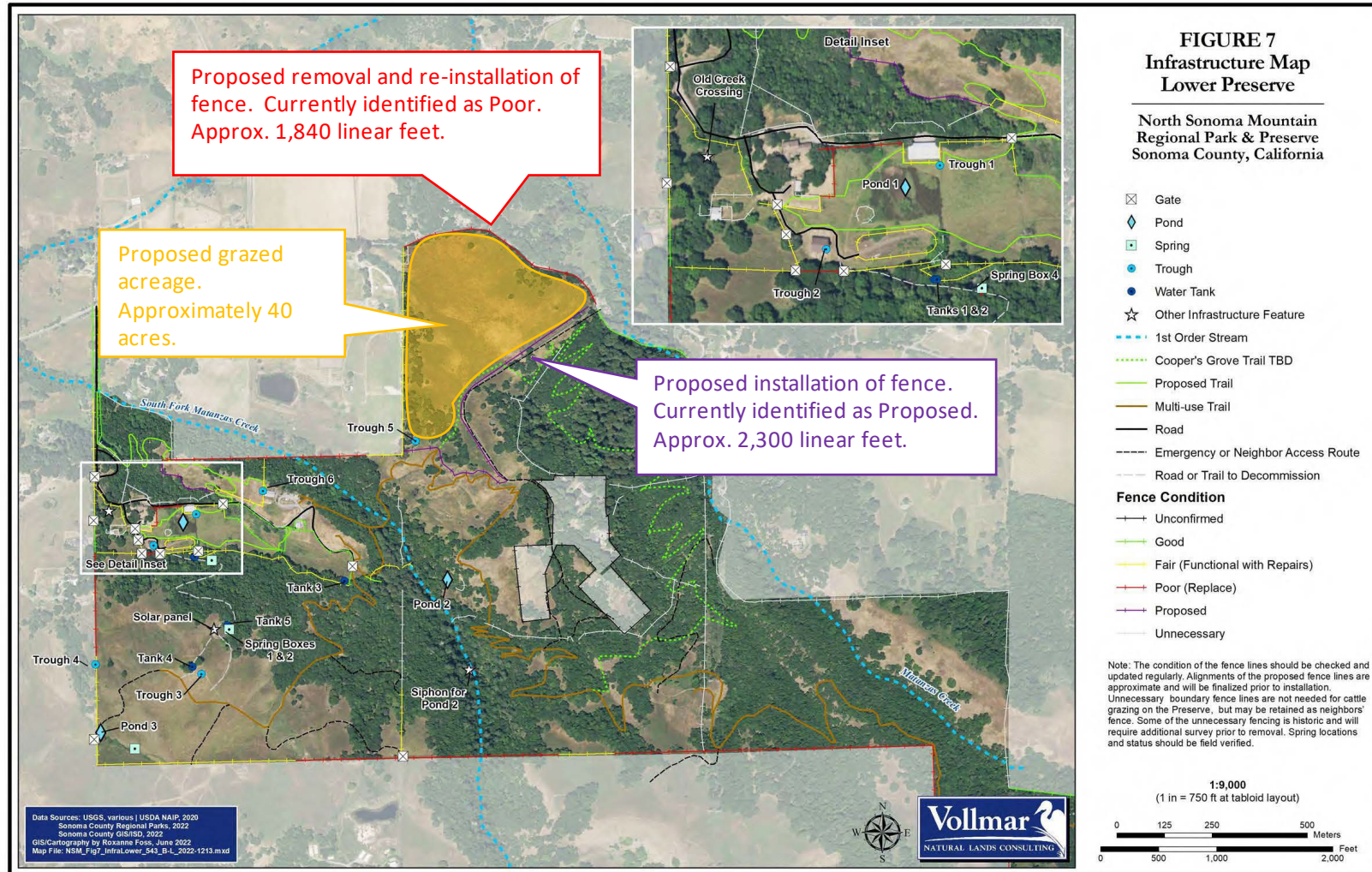
Sonoma County Regional Parks will receive grant funding not to exceed \$78,000.00 to carry out contract grazing and grazing infrastructure development. Grazing infrastructure includes physical improvements necessary for livestock management, including fences, water sources, and corrals. Grazing infrastructure should meet the needs of the livestock operation, while minimizing negative effects on wildlife. Costs are approximate as the project develops, and subject to modification. Funding is allocated to complete the following deliverables: (1): Installation of permanent fencing and water infrastructure in North Sonoma Mountain Regional Park; and (2): Contract grazing in Ragle Ranch Regional Park.

- i. Reimbursement of up to \$43,000.00 for replacement of existing decrepit livestock fencing and installation of new livestock fencing and water infrastructure in North Sonoma Mountain Regional Park. The project will allow adjacent grazing to reach approximately 40 additional acres of grassland in perpetuity, an area that is directly adjacent to Sonoma Mountain Road and the footprint of the 2017 Nuns fire. The project requires the installation of approximately 2,300 feet of new internal fencing where there is currently no existing fence and removal and re-installation of approximately 1,840 feet of derelict,

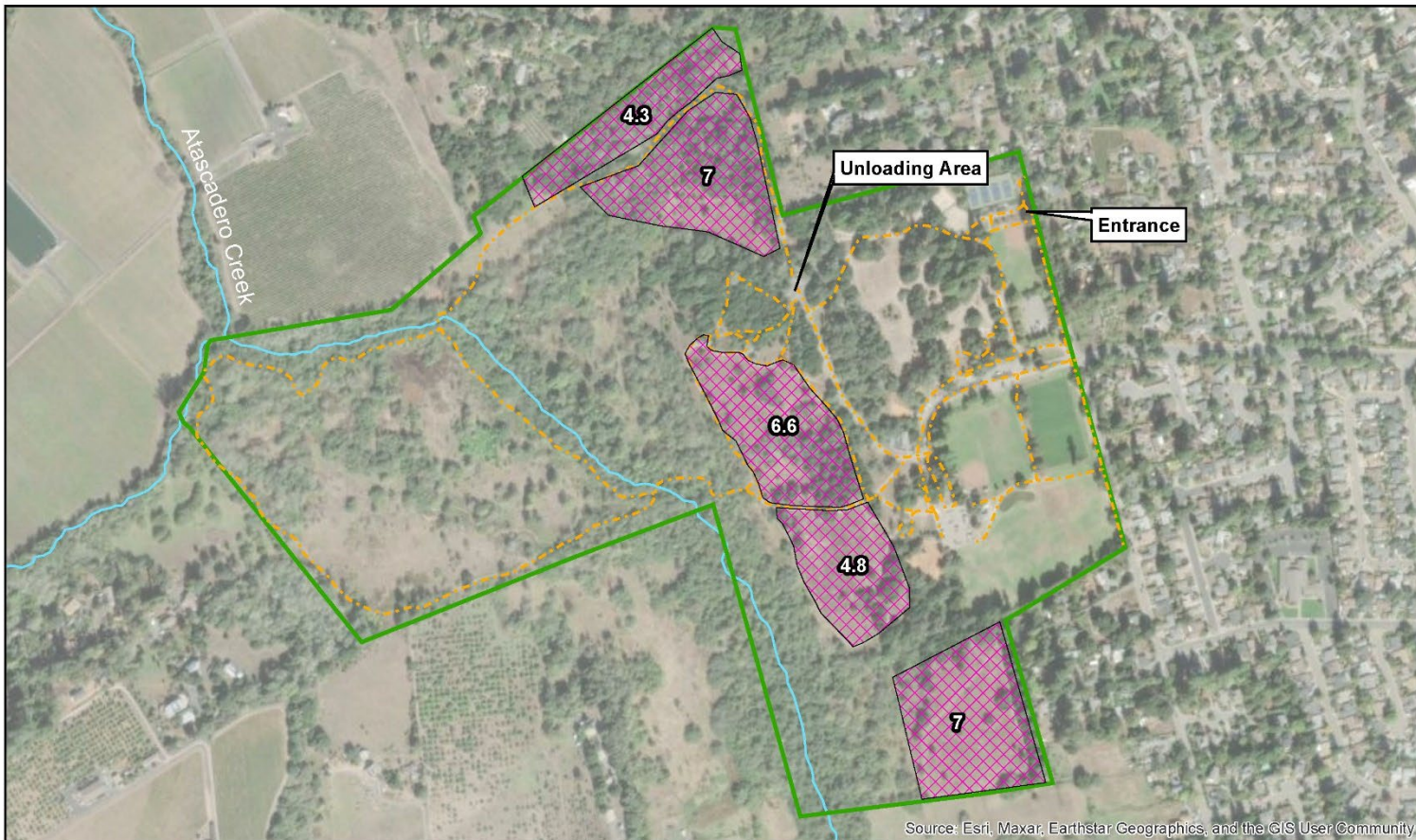
non-functional fence. The proposed fence alignments are easily accessible via Sonoma Mountain Rd. and a paved driveway.

1. LANDOWNER will hire a contractor to install 4,140 linear feet of livestock fencing. Fencing cost is estimated at \$16 per linear foot.
 2. LANDOWNER will ensure all fencing materials installed are durable and of high quality, and the type and design of the fence installed meets the management objectives and site challenges.
 3. LANDOWNER will position fences to facilitate changes in management strategies, access requirements, or otherwise meet conservation objectives.
 4. LANDOWNER agrees that the fence design and materials must have a life expectancy appropriate for the management system and resource objectives. LANDOWNER will base the durability of materials in the design and location of fences on topography, environment, purpose, and management objectives.
- ii. Reimbursement of up to \$35,000.00 for contract grazing at Ragle Ranch Regional Park.
1. LANDOWNER desires to expand targeted grazing to Ragle Ranch Regional Park. There is currently no grazing at Ragle Ranch Regional Park due to limited funding and competing vegetation management needs throughout the county.
 2. Targeted grazing helps LANDOWNER's vegetation management goals including making the property more resilient to wildfire and introducing beneficial disturbance to support native ecosystems.
 3. LANDOWNER has completed a procurement process to identify qualified contract graziers, and currently has contracts with 5 graziers: Chasin Goat Grazing, Falk Livestock & Land, Coastal Land & Livestock, Perennial Grazing, and Kaos Sheep Outfit. LANDOWNER will select one of these graziers for implementation.
 4. The goals of this project are: weed/invasive plant management, reduce wildfire risk, increase visibility across the landscape, reduce hazardous fuels, prepare sites for possible use of prescribed fire.

Part III: Project Map



North Sonoma Mountain “lower” Preserve livestock infrastructure map. Developed as part of the draft Grazing Management Plan, the map shows two sections of proposed fence (red and purple) that will expand grazing by 40 acres (yellow).

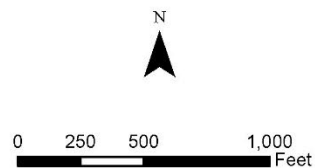


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

L. Waks S:\Natural Resources Management\Grazing_Ragle\Maps



Ragle Ranch Regional Park
Targeted Grazing Planning Map
Approximate total acreage = 29.7



- Stream
- Regional Parks Trails
- Grazing Area
- Park Boundary

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EXHIBIT B
PROJECT BUDGET

Location	Activity	Anticipated Cost	Grant Award	Regional Parks contribution*
North Sonoma Mountain	Livestock Fencing by contractor	4,140 linear feet of fence at \$16/linear feet = \$66,240.00		
	Livestock water system by Parks staff	Materials and labor = \$10,000		
	Project Management by Parks staff	Labor = \$5,000		
Sub-total		\$81,240.00	\$43,000.00	\$38,240.00
Ragle Ranch	Grazing by contractor	29.7 acres at \$1,100/acre = \$32,670.00		
	Project Management by Parks staff	labor = \$2,500.00		
sub-total		\$35,170.00	\$35,000.00	\$170.00
Total			\$78,000.00	\$38,410.00
*Regional Park is committed to completing these projects and will commit to additional financial contribution as necessary to complete projects.				

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