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STEWARDSHIP ASSISTANCE GRANT AGREEMENT Sonoma Resource Conservation District

This Grant Agreement ("Agreement") dated as of the date executed by the District General Manager ("Effective Date") is entered into by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District"), a Special District formed pursuant to the California Public Resources Code, and Sonoma Resource Conservation District, a special district formed pursuant to the California Public Resources Code (hereinafter "Grantee").

RECITALS

A. *Program.* The District has developed a Stewardship Assistance Program ("Program") through which it provides funding for implementation of small-scale stewardship projects that enhance the natural resource conservation values of properties protected with a District-held conservation or open space easement and that support agricultural or forestry uses, consistent with the Expenditure Plan approved by Sonoma County voters in November 2006 as part of the Sonoma County Open Space, Clean Water and Farmland Protection Measure, Measure F. The Program goals are to support conservation practices on privately-owned working lands that are protected by the District that will restore and enhance natural resources, improve biological diversity, encourage healthy soil, and protect water quality, while also yielding multiple other public benefits, including sequestering carbon and bolstering resilience to extreme weather events precipitated by climate change, such as drought and wildfire.

B. *Expenditure Plan Consistency.* Projects to enhance the natural resource conservation values of natural and working lands, including restoration and enhancement of habitat, invasive species management, reduction of erosion and sedimentation, bank stabilization, improving soil health, nutrient management, replenishment of groundwater, and others, are consistent with Paragraph 4 of the District's Expenditure Plan, as protection of biotic habitat areas, riparian corridors and other areas of biotic significance, including restoration and resource management activities that protect sensitive natural areas; and

C. *Statutory Authority.* Public Resources Code section 5546 authorizes the District to contribute money, in those amounts the Board of Directors, by resolution, finds to be proper, to any municipality, county, or other public corporation, district, or agency, for the purpose of improving natural areas, ecological and open space preserves, amongst other enumerated purposes, when in the judgment of the Board of Directors the improvements are so located and planned as to be of benefit to the District. Grantee is a special district formed pursuant to Division 9 the California Public Resources Code, rendering Grantee eligible, pursuant to Public Resources Code section 5546, to receive District grant funding for the Stewardship Assistance Program in accordance with Resolution No #####, adopted by the District Board of Directors on DATE ("Program Enabling Resolution").

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D. *Projects*. The District intends to provide grant funds through this Agreement to Grantee to develop and implement qualified projects, as defined by the District Board of Directors in the Program Enabling Resolution. For each project approved by the District General Manager, Grantee will provide technical assistance and other support for the implementation of the project, as further described in this Agreement.

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

AGREEMENT

1. Term. The term of this Agreement will commence on the Effective Date and ends **February 15, 2030**, unless terminated earlier as provided herein.

2. Program Development and Individual Project Approvals.

2.1 *Program Development*. Within three (3) months of the Effective Date, Grantee will draft program outreach and project application materials for review and approval by District. District will provide any comments and requested edits to the draft materials within thirty (30) days of receipt. The parties agree that all program outreach and application materials will be completed within four (4) months of the Effective Date. Grantee will be reimbursed for this program development work on a time and materials basis within the budget established in **Exhibit A (Program Work Plan)**, and in accordance with the rates established in **Exhibit B (Rates)**.

2.2 *Projects*. Within six (6) months of the Effective Date, Grantee will convene the advisory group for review of project applications, as further described in Exhibit A. Within seven (7) months of the Effective Date, Grantee must provide to District its proposal for its initial project or projects to be funded by the Grant which shall include the information specified in **Exhibit A (Program Work Plan)**, including the specific tasks to be performed (including plans, if applicable), the schedule for completion, a detailed project budget, and evidence of California Environmental Quality Act ("CEQA") compliance (if necessary). District will review Grantee's project proposal(s) and provide funding for such projects as are approved in writing by the General Manager in the General Manager's sole discretion. Upon approval of a proposed project, the grant amount or portion of the grant amount receiving approval shall be deemed awarded to Grantee pursuant to this Agreement. No change may be made to the project or the proposed budget without District's written approval. After approval of the initial project or projects, Grantee may propose additional projects, which proposals must contain the same information required by this Section 2. All proposals must be received on or before **July 1, 2029**. If Grantee fails to propose a project pursuant to this section within the time set forth hereunder, this Agreement shall terminate and District may reallocate the Grant Amount to other recipients. If at any time Grantee anticipates that it will not be able to use the full Grant Amount, Grantee agrees to promptly notify District. Proposals

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shall address how each project recommended meets the Program eligibility criteria, as set forth in the Program Enabling Resolution.

3. Grant Amount. The total grant funding available pursuant to this Agreement (“Grant Amount”) shall not exceed the total sum of One Million Three Hundred Thirty Thousand Dollars (\$1,330,000). Of this total, a maximum amount of Four Hundred Thousand and Nine Hundred Fifty-Six (\$400,956) will be available to reimburse Grantee for Technical Assistance, Planning, and Outreach as described in **Exhibit A (Program Work Plan)**. Of the total Grant Amount, no more than Fifty-Five Thousand and Forty-Four (\$55,044.00) will be available to reimburse Grantee for contract administration and reporting. The remainder of the Grant Amount (Eight Hundred Seventy-One Thousand Dollars (\$871,000)) shall be awarded to Grantee on a project-specific basis, consistent with Section 2.2, above, and **Exhibit A (Program Work Plan)**. Grantee understands that no minimum amount of grant funding is guaranteed by this Agreement.

4. Disbursement Prerequisites. District will not disburse any grant funds until (1) this Agreement is fully executed, (2) Grantee has submitted a signed Federal Taxpayer ID Number Form (substitute IRS Form W-9), and (3) any other pre-invoice requirements imposed by District have been completed, including those enumerated in Section 7.2 (Reporting) and Article 13 (Disbursement).

5. Use of Grant Funds.

5.1 *Generally.* In accepting grant funds, Grantee agrees that it will use or expend grant funds, or any portion thereof, only as provided for in this Agreement and, without limiting the generality of the foregoing, agrees to purchase materials, equipment, or other property specified in project proposal(s) only for use in connection with the projects authorized by this Agreement, except as may be otherwise provided herein. Grantee will not be reimbursed for, or will be required to repay, any grant funds not used in accordance with this Agreement and approved project proposals.

5.2 *Grant-Funded Equipment.* If grant funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is “grant-funded equipment.” Grantee shall operate and maintain each grant-funded equipment for approved projects during its useful life. If Grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment’s useful life, Grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for land stewardship purposes. For the duration of the useful life of each grant-funded equipment, Grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this Section 9.2 will survive termination of this agreement.

5.3 *Prescribed Burns.* If an approved project includes a prescribed burn, Grantee shall employ a burn boss certified under Public Resources Code Section 4477 to review and

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

6. Landowner Permission. If Grantee does not own the project site(s), Grantee shall, prior to beginning the project on the site, obtain written permission to carry out the project from the landowner of the project site(s) and provide evidence of such written permission to District. Grantee shall ensure that landowners will allow District and its members, officers, employees, agents and representatives to access a project site under the conditions set forth in any applicable agreement between Grantee and the landowner. Grantee will provide a copy of the landowner agreement to the District within five (5) days of its execution and no later than five (5) days before work begins on the site.

7. Grant Conditions

7.1 Implementation. Grantee agrees to complete all approved projects by **December 31, 2029**. If Grantee fails to complete all approved projects within that time period, District may withhold any or all of the Grant Amount, terminate this Agreement, and/or require reimbursement of disbursed Grant Amount.

7.2 Reporting.

7.2.1 Progress Report. Grantee shall submit to District a Progress Report quarterly and with each request for reimbursement.. The first report shall be submitted before or at the same time as the first request for reimbursement. Progress Reports are required even if there is little or no activity on any project(s) during the period.

7.2.2 Final Report. Within 45 days prior to the conclusion of the Grant Term, Grantee agrees to provide a Final Report on the use of the grant to District.

7.2.3 Report Contents. All Progress Reports and Final Report shall include:

- i. Grant funds expended for the reporting period and to date for the grant.
- ii. Supporting documentation of grant funds expended for the reporting period (i.e. invoices).
- iii. Written update on progress to date, challenges faced, upcoming

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milestones, and any additional need for support or modifications to the project timeline or budget. If applicable, the description of work completed to date must be accompanied with pre-Project and post-Project photographs and a final design or site plan of the Project.

- iv. Documentation of progress of or completion of the project, including photographs.
- v. Any products developed using funds from this program and any other relevant documents, including plans, photos, news articles, fliers, and other materials related to the project.
- vi. An inventory of all grant-funded equipment acquired pursuant to this Agreement, including the remaining useful life of each item. If applicable, include a description of the work completed with the grant-funded equipment.
- vii. If applicable, appropriate data entered into metric tracking software.

8. Site Visits. Grantee agrees to permit District, its members, officers, employees, agents and representatives to visit all project sites to ensure that the work being done or completed complies with the associated approved project proposal. Disbursement of grant funds may be contingent upon inspections by the District, and reimbursement could be delayed if inspections cannot be completed promptly.

9. Insurance. Grantee shall carry insurance as required by the provisions set forth in **Exhibit C (Insurance Requirements)** to this Agreement. District will not execute this Agreement until District approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage maintained by Grantee.

10. Compliance with Laws. Grantee shall obtain any and all necessary permits and comply with all federal, state, and local laws and regulations relating to the implementation of this Agreement and approved projects, including, but not limited to, as applicable, the California Environmental Quality Act ("CEQA") and the California Prevailing Wage Law. District reserves the right to immediately terminate this Agreement if Grantee fails to comply with these requirements. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11. Nondiscrimination. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any

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employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

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

13. Grant Disbursement.

13.1 *Payment Application*. Grant Funds will be disbursed on a reimbursement basis. Grantee will be reimbursed for expenditures approved in this Agreement by submitting a request for reimbursement to District. A request for reimbursement must include a description of work completed for the payment requested that can be clearly verified as allowable types of work/costs within the Program. In addition to remaining current with respect to all progress reports due pursuant to Section 7.2, Grantee must also submit any additional information required by the District before District will release funds to Grantee.

13.2 *Frequency of Payment Applications*. Grantee shall submit requests for reimbursement no more frequently than monthly and no less frequently than quarterly that detail the costs incurred by Grantee that are billable to the grant, incurred during the reimbursement period. Invoices shall detail all authorized expenses, provide an accounting of labor hours spent and by whom, and provide a brief description of the expenditure, to allow District to determine whether the amount deemed due and payable is accurate. All requests for reimbursement shall comply with **Exhibit A (Program Work Plan)**, **Exhibit B (Rates)**, and the approved project budget. Grantee shall also include any relevant supporting documentation. Payment will be made on a rolling basis, and District will issue reimbursement within thirty (30) days of acceptance of a complete payment application from Grantee.

13.3 *Allowable Costs; Limits on Markup*. Only costs approved as part of each approved project proposal are allowable costs under this Agreement. Indirect costs, overhead, and profit (collectively "Markups") are strictly limited to a cumulative total of 10% above the actual direct cost of the work, regardless of the number of contracting tiers involved. District will only reimburse the actual, documented direct costs incurred by any payor plus a single, non-compounded markup. Grantee shall require all consultants and contractors to provide "transparent" invoicing that distinguishes between direct costs and applied markups to ensure compliance with this provision.

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

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15. Indemnity. To the fullest extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless District and its directors, officers, employees, agents, and volunteers from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs (including, without limitation, costs and fees of litigation including attorneys' fees) ("Claims") of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly, or impliedly, in whole or in part, to Grantee's use of the grant funds pursuant to this Agreement, including any Claims related to work performed to complete the Project and payments therefor. All obligations under this provision are to be paid by Grantee as they are incurred by District. This Agreement supersedes any right Grantee may have as a public entity to indemnity and contribution, as provided in California Government Code section 895, *et seq.* This Section 19 shall survive termination of the Agreement.

16. Failure to Perform. Failure by Grantee to comply with the terms of this Agreement may result in any or all of the following actions at the District's sole discretion:

16.1 If District reasonably determines that an approved project will not be implemented or that the purposes of the grant will not be met within the timeframes provided herein, the District may cease all further funding and may commence and pursue all available legal remedies to recoup any and all grant funds disbursed to Grantee pursuant to this Agreement.

16.2 District may seek specific performance of this Agreement in a court of competent jurisdiction. Grantee hereby agrees that the public benefits sought by this Agreement exceed the dollar amount of the grant and are impracticable or extremely difficult to measure. Grantee further agrees that, in the event of a breach of this Agreement by Grantee, reimbursement of the Grant Funds, alone, would be inadequate compensation and that, in addition to damages, the District shall be entitled to injunctive relief, including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Specific performance, however, may not be compelled if changes in circumstances have rendered such performance impossible or financially infeasible.

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

If to District:

General Manager
Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401
Telephone: (707) 565-7360

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If to Grantee :

Sonoma Resource Conservation District
Christine Kuehn
1221 Farmers Lane, Suite F
Santa Rosa, CA 95405
ckuehn@sonomarcd.org

18. Record Retention; Audit. Grantee shall establish and maintain records pertaining to this Agreement. Grantee's accounting systems shall conform to generally accepted accounting principles, and all records shall provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, invoices and vouchers. Grantee shall permit District and its authorized representatives to inspect and examine Grantee's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Grantee pursuant to this Agreement and shall provide such assistance as may be reasonably required in the course of such inspection. Until the expiration of five (5) years after the final payment under this Agreement, Grantee shall retain and make available to District upon written request by District, this Agreement, and such books, documents, and records of Grantee (and any books, documents, and records of any subcontractor(s)) that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services.

19. Taxes. In no event shall District be liable for the payment of any taxes of Grantee or any other third party related to this Agreement.

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

21. Termination. either party may terminate this Agreement, with or without cause, by providing twenty-five (25) days' notice in writing to the other party. District may terminate this Agreement at any time without prior notice in the event that Grantee commits a material breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or effect whatsoever, and each of the parties hereto shall be relieved and discharged from their obligations under this Agreement, subject to payment for acceptable grant implementation work carried out prior to the expiration of the notice of termination. Notwithstanding the foregoing, all provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the provisions of this Agreement concerning Grant-Funded Equipment (Section 5.2) Indemnification (Section 15); and Governing Law, and Venue (Section 22).

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22. Governing Law and Venue. This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Sonoma, State of California.
23. Waiver. Neither the acknowledgement of work or disbursement of grant funds pursuant to this Agreement shall constitute a waiver of any rights or obligations arising under this Agreement. The failure by District to enforce any of Grantee's obligations or to exercise District's rights shall in no event be deemed a waiver of the right to do so thereafter.
24. Notice of Nonrenewal. Grantee understands and agrees that there is no representation, implication, or understanding that Grantee may be entitled to grant funds in the future or that the work or other activity funded by District pursuant to this Agreement will be funded by District under a new agreement following expiration or termination of this Agreement. Grantee waives all rights or claims related to any failure by District to continue to fund all or any such activities by Grantee following the expiration or termination of this Agreement.
25. Third Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.
26. Entire Agreement. This Agreement represents the full and complete understanding of every kind or nature between the parties, and supersedes any other agreement(s) and understanding(s) on this subject, either oral or written, between the parties. Any modification of this Agreement will be effective only if in writing and signed by each party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling unless otherwise indicated.
27. Severability. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The parties agree to work in good faith to amend this Agreement to carry out its intent.
28. Execution. Each individual executing this Agreement, on behalf of one of the Parties, represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
29. Electronic Signatures. Unless otherwise prohibited by law, the Parties agree that an electronic signature to this Agreement and an electronic copy of this Agreement have the same force and legal effect as an original ink signature transmitted in hard copy (e.g., transmission via email of a .pdf file containing a scanned or digitally applied signature).

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

GRANTEE: SONOMA RESOURCE
CONSERVATION DISTRICT

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Christine Kuehn,
Executive Director

By: _____
Misti Arias,
General Manager

Date: _____

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____
Lisa Pheatt,
County Counsel

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Sheri Emerson,
Stewardship Manager

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH
THE DISTRICT:

By: _____
Sara Ortiz,
Administrative Aide

Date: _____

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EXHIBIT A

Stewardship Assistance Program Work Plan

Overview of Program Goals

1. Encourage adoption of conservation practices on privately-owned working lands that restore and enhance natural resources, enhance biological diversity, encourage healthy soil, protect water quality, and improve habitat connectivity on working lands that also yield multiple other public benefits, including sequestering carbon and bolstering climate resilience.
2. Track and share measurable environmental outcomes.
3. Leverage local expertise, relationships, outreach, and administrative infrastructure through partnership of the Resource Conservation Districts and Sonoma Ag + Open Space.
4. Landowners gain access to funding and RCD technical support to implement meaningful stewardship practices that might otherwise be financially or technically out of reach.
5. Demonstration of Sonoma County's commitment to sustainable agriculture, open space protection, and climate resilience.

WORK PLAN

A. Program Development, Administration, and Reporting.

Task 1. Technical Assistance, Planning, and Outreach (Budget not-to-exceed \$400,956)

- Development of project application materials and related and project evaluation/selection tools for approval by Ag + Open Space General Manager.
 - This work must be completed within three (3) months of the Effective Date.
- Public outreach to promote participation in the program and public understanding of the need for and benefits of natural resource enhancement projects on working lands.
 - Initial outreach to be completed within 3 months of the Effective Date.
- Technical assistance and training support for project design, preparing permit materials, as well as demonstration of best practices for implementation
 - Providing technical training to owners and operators to support selected projects through field days and workshops at project sites.
 - Make recommendations regarding best practices (cover cropping, grazing, wildfire buffers, and other) as a resource for completing selected projects in the most effective manner.
 - Facilitation of kick off meetings with project representatives

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Task 2. Contract Administration and Reporting: (Budget not-to-exceed \$55,044)

- Receive applications and lead review process, including gathering any additional needed information from project applicants and scheduling and facilitating review committee meetings.
- Ensure that all applications that are submitted to the review committee and the General Manager contain the required elements described in Work Plan Section B, below.
- Provide recommendations to Ag + Open Space General Manager for final project selection and award of funds to Grantee.
- Project monitoring and reporting, as required by the Agreement.
- Coordination and review of invoices for consistency with grant requirements; issuing reimbursements for grant-eligible costs for each project in accordance with applicable contracts.
- Record keeping for audit purposes, including evidence of compliance with applicable laws and contracts.
- Program evaluation and recommendations for future phases

Task 3. Project Implementation and Reporting. (Budget not-to-exceed \$871,000)

Funds will be provided to reimburse the allowable cost of permit fees and materials and labor costs for approved projects. Grantee shall complete, or shall ensure the completion of, each approved project in accordance with the approved proposal, and shall distribute payments received to claimants. Grantee shall provide all related reporting required by the Agreement, and provide all documentation required for reimbursement.

B. Project Proposal Required Elements.

Proposals submitted to the General Manager must include:

- i. A statement of how the proposed project will benefit the public and further the identified Program Goals, above.
- ii. The specific tasks to be performed, and, as applicable, plans showing the scope, scale and methods to be used for the project.
- iii. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
- iv. A detailed project budget. The project budget must describe all labor and materials

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costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget must list all intended funding sources, including the District's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans with District staff.

- v. For projects subject to CEQA: Provisions for compliance with any conditions of approval by permitting agencies as necessary to comply with CEQA.
- vi. A plan for acknowledging District funding for the project. If the grantee will have project signs, the plan shall provide for the District's logo to be included on such signs.

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**EXHIBIT B
RATES**

SONOMA RESOURCE CONSERVATION DISTRICT FY25-26*

Executive Director	\$ 156.00
Agricultural Program Director	\$ 131.00
Director of Forestry	\$ 133.00
Engineering Director	\$ 142.00
Soil and Water Specialist	\$ 131.00
Watershed Restoration Program Manager	\$ 127.00
Project Manager	\$ 127.00
Community Engagement Program Manager	\$ 127.00
Program Assistant	\$ 107.00

*Rates may be raised on an annual basis with the written approval of the Ag + Open Space General Manager

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Exhibit C

Section I – Insurance to be Maintained by Sonoma Resource Conservation District (Template 17)

Grantee shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for one (1) year after all funds have been disbursed.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. District's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or District's failure to identify any insurance deficiency shall not relieve Grantee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Grantee has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Grantee currently has no employees as defined by the Labor Code of the State of California, Grantee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Grantee maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Grantee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by District. Grantee is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Grantee has a claim against the insurance or is named as a party in any action involving the District.
- d. Sonoma County Agricultural Preservation and Open Space District (District) shall be

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endorsed as additional insureds for liability arising out of Grantee's ongoing operations. (ISO endorsement CG 20 26 or equivalent).

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between District and Grantee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if Grantee owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: [Stewardship Assistance Grant Agreement](#).
- b. Grantee shall submit required Evidence of Insurance prior to the execution of this Agreement. Grantee agrees to maintain current Evidence of Insurance on file with District for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: [Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401](#)
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Grantee shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Grantee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section II – Insurance to be Maintained by Grantee's contractors and/or consultants (Template 7)

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by District. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. District's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or District's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

- e. Required if Contractor has employees as defined by the Labor Code of the State of California.
- f. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- g. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- i. Required Evidence of Insurance:
 - o Subrogation waiver endorsement; and
 - o Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately

ATTACHMENT 2

to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Contractor.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by District. Contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the District.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. Sonoma County Agricultural Preservation and Open Space District (District) shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

ATTACHMENT 2

Documentation

- a. The Certificate of Insurance must include the following reference: Stewardship Assistance Grant Agreement
- b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with District as specified in Sections 1 – 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401
- d. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.