

Conservation Works

Agreement For Grant Funding of
Regional Convening and Capacity Support
For County of Sonoma

Funding Amount: \$100,000

Term: 04/1/2026 to 06/30/2027

Agreement Number: #####

Funding Source: County of Sonoma

AGREEMENT FOR GRANT FUNDING

THIS AGREEMENT made and entered into this _____, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the North Coast Resource Conservation & Development Council dba Conservation Works (hereinafter GRANTEE).

RECITALS

WHEREAS, in 2017, the Russian River Confluence (RRC) was established to bring together stakeholders in the Russian River Watershed community for a series of “beyond sustainability” conversations focused on creating long-term economic and watershed sustainability through education, engagement, and outreach.

WHEREAS, in 2024 Conservation Works agreed to accept the RRC as a program within their organization and secured grant funding and California Climate Action Corp Fellows to provide full-time staff resources for the RRC in order to help carry this work forward

WHEREAS, the Board of Supervisors authorizes allocation of a \$50,000 grant of water security funds (Grant Funds) to support the ongoing efforts of the RRC

WHEREAS, Sonoma Water has also pledged \$50,000 to support regional collaboration around strategies to protect and improve the Watershed

WHEREAS, GRANTEE has proposed to utilize these funds to support the continued connecting and convening of Russian River Watershed organizations and for RRC involvement with other watershed planning efforts;

WHEREAS, COUNTY’s Board of Supervisors has determined that GRANTEE’s proposed use of funds will serve public purposes, benefit the community and economy, and will meet the social needs of the population of the county in

accordance with Government Code section 26227;

WHEREAS, in addition to the tasks covered by this Agreement, the COUNTY expects GRANTEE to use these funds to help match and/or leverage additional funding

WHEREAS, GRANTEE has represented that it is aware of and understands the County's requirements for funding and the terms and conditions of this Agreement; and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

AGREEMENT

1. Recitals.

That the foregoing Recitals are true and are incorporated herein by reference.

2. Funding Grant.

COUNTY shall provide GRANTEE the total sum of One Hundred Thousand Dollars (**\$100,000**) (the "Grant"), for the Grant Use and Purpose stated below (Exhibit A). Funds shall be provided to the Grantee upon the execution of this agreement. The Grantee is responsible for the quarterly submission of progress reports on how funds were spent through the term of the agreement. All unused funds must be returned to COUNTY and any funds used for other than the expressly allowed Grant Use and Purpose shall be subject to immediate reimbursement by GRANTEE to COUNTY.

3. Grant Use and Purpose.

Grant funds may only be used for the Proposed Project, specifically, to improve connections between organizations committed to restoring the health of the Russian River Watershed, the collection and sharing of watershed information, and participation in watershed planning efforts, The work funded with this investment will be directed by the GRANTEE.

GRANTEE undertakes the project(s) at GRANTEE's sole risk, expense, responsibility, and election, and COUNTY shall have no responsibility for or ownership of the Grant-funded items as a result of this Agreement.

4. Term.

The Grant and the right to use the Grant (or any portion thereof) shall commence on April 1, 2026, and terminate June 30, 2027, unless terminated earlier in accordance with this agreement. Notwithstanding, COUNTY, in its sole discretion, may allow for an extension of time to extend the availability of the Grant for good cause shown or other proper circumstance as determined by COUNTY. The provisions of Section 8 ("Indemnification") shall survive expiration or termination of this agreement.

5. Records.

GRANTEE agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of GRANTEE'S books, records, and financial statements upon COUNTY'S request.

6. Authorized and Lawful Use.

GRANTEE warrants to COUNTY that the Grant shall be expended for only those purposes authorized herein and otherwise in accordance with all applicable laws and regulations.

7. Compliance.

GRANTEE is responsible for understanding and shall comply with all laws and regulations applicable to the proposed security measures project and program activities using the Grant. GRANTEE shall obtain and comply with all applicable

permits, licenses, and regulatory requirements for any related work and all aspects thereof, including all required permissions, arrangements, and conditions with program participants.

Without limitation, to the extent GRANTEE uses or expends any Grant funds for any work, project, or activity constituting “public work” under applicable law (including under the California Labor Code), GRANTEE, and its contractors and subcontractors, shall comply with all applicable provisions of California’s Prevailing Wage Law and the Labor Code, including Sections 1720-1861, and all other related laws and regulations, regarding prevailing wages and related requirements.

For all activity constituting “public work” using any Grant funds, the following apply:

- 7.1.** GRANTEE and its contractors and subcontractors shall ensure that all workers who perform work are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Two hundred dollars (\$200) shall be forfeited as penalty for each calendar day, or portion thereof, for each worker paid less than applicable prevailing wage rates. GRANTEE acknowledges and will comply with Labor Code section 1775.
- 7.2.** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute work, as determined by Director of the State of California Department of Industrial Relations, are deemed included herein. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at www.dir.ca.gov. Prevailing wage requirements can also be found at the Sonoma County Public Infrastructure Purchasing division, located at 2300 County Center Dr., Suite A208, Santa Rosa, CA 95403. Said rates shall be posted at all public work job sites.
- 7.3.** GRANTEE shall post (or cause the posting of) all required notices, including those required pursuant to 8 CCR 16451, and shall make them available to any interested party upon request.
- 7.4.** Prior to commencement of work, GRANTEE shall contact the Division of Apprenticeship Standards. GRANTEE shall be responsible for compliance with Section 1777.5, 1777.6, and 1777.7 of the Labor Code and Title 8, Cal. Code of Regulations, Div. 1 Chapter 2.
- 7.5.** Contractors and subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

- 7.6. Payroll Records:** All payroll record keeping, availability, certification, and confidentiality requirements set forth in Labor Code section 1776 and 8 CCR sections 16400 et seq. shall be complied with.
- 7.7.** Accurate records of the work performed, as set forth in Labor Code Section 1812, shall be maintained.
- 7.8.** All work is subject to the requirements of Title 8, Cal. Code of Regulations Div. 1, Chapter 8, Subchapter 4.5 (starting at 8 CCR§16450), including the requirement to furnish certified payroll records directly to the Labor Commissioner and otherwise in compliance with 8 CCR§16461, and is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.9.** In accordance with California Labor Code section 3700, GRANTEE is required to secure the payment of compensation of its employees and ensure the same by subcontractors and other third parties. By signing this Agreement, GRANTEE certifies awareness of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies they will comply (or cause compliance) with such provisions before commencing any work.
- 7.10.** Eight hours labor shall constitute a legal day's work. Workers may not work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815 or as otherwise required by law. Twenty-five dollars (\$25) shall be the penalty for each worker employed in violation of the provisions of Labor Code sections 1810 et seq.
- 7.11.** With regard to every contract, subcontract or other arrangement which GRANTEE may make for performance of such work or labor on work, GRANTEE shall comply with and/or cause compliance with all requirements specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860, including all requirements to insert required provisions in subcontracts and other third party contracts including provision that the contractor or subcontractor shall pay persons performing labor or rendering service under contract or subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

8. Indemnification:

- 8.1.** GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any

actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including GRANTEE, that arise out of, pertain to, or related to this Grant or to GRANTEE's or its agents', employees', contractors', subcontractors', or invitees' activities relating to the Grant. GRANTEE's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8.2. GRANTEE shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with Grantee's activities relating to the Grant.

9. Non-Discrimination:

GRANTEE shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10. Assignment/Delegation:

GRANTEE shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.

11. Merger:

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Termination:

At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to GRANTEE.

13. Repayment:

If GRANTEE fails to comply with this Agreement, then GRANTEE shall, within ten days of receipt of notice of such failure, return as requested to COUNTY all amounts received.

14. Conflict of Interest:

GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with receipt or use of the Grant. GRANTEE further covenants that in the receipt and use of the Grant no person having any such interest shall be employed.

15. Statutory Compliance:

GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, GRANTEE expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. 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.

16. AIDS Discrimination:

GRANTEE agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

17. No Third-Party Beneficiaries:

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

18. Extra or Changed Work:

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. GRANTEE expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of GRANTEE to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment of this Agreement or to compensation whatsoever for the performance of any such work. GRANTEE further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

19. Counterpart; Electronic Signatures.

The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement.

Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code

§ 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

20. Coordination and Notices.

GRANTEE shall coordinate the work with COUNTY's Grant Manager. Contact information and mailing addresses:

COUNTY	GRANTEE
Grant Manager: Todd Hunsdorfer Address: 575 Administration Drive Santa Rosa, California 95403 Phone: 707-565-3747 Email: todd.hunsdorfer@sonomacounty.gov	Contact: Oona Heacock P.O. Box 6417 Santa Rosa, California 95406 Phone: 707-978-1006 Email: oona@conservationworksnc.org

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Conservation Works:

COUNTY OF SONOMA

By: _____

By: _____

Name: Oona Heacock

Name: David Guhin

Title: Executive Director

Title: County Executive

Date: _____

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____

County Counsel

CERTIFICATES OF INSURANCE
REVIEWED, ON FILE, AND
APPROVED AS TO SUBSTANCE
FOR COUNTY:

By: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Stakeholder Engagement and Watershed Planning Participation

- a. Develop an inventory of stakeholders in Sonoma, Mendocino and Marin Counties with interest in the health and sustainability of the Russian River Watershed, including, but not limited to, the following:
 - i. State and local government entities (excluding Sonoma County).
 - ii. Nonprofits.
 - iii. Tribal partners.
 - iv. Watershed groups.
- b. Conduct individual interviews with organizations involved with the health and resiliency of the Russian River Watershed to gather and share information and perspectives, identify opportunities for collaboration between organizations, and to build relationships.
- c. As requested, participate in watershed planning led by County, Sonoma Water, and/or other Tribal, governmental, or nonprofit organizations.
- d. In Partnership with the County, design and agenda for, and host a Watershed-wide convening of RRC participants.
- e. Prepare a summary report on watershed stakeholder engagement efforts occurring during the contract period. Identify common areas of concern and opportunities among stakeholders.
- f. Deliverables: Submit the below deliverables in accordance with Paragraph 2 (Deliverables).

Deliverable	Due Date
Stakeholder contact list	Within 30 calendar days of Effective Date of this Agreement
Watershed-wide convening	Prior to the expiration date of this agreement and on a date that is mutually agreed upon
Summary report	Within 30 calendar days of the expiration of this agreement

1.2. Task 2: Steering Committee Meetings

- a. Coordinate and facilitate quarterly meetings with Steering Committee members.
- b. Prepare agendas.
- c. Prepare and disseminate a Meeting Results Report and action items to participants and other interested parties.
- d. Deliverables: Submit the below deliverables in accordance with Section 2 (Deliverables).

Deliverable	Due Date
Agendas	At each meeting
Meeting Results Report	Within 7 calendar days of meeting

1.3. Task 3: Community Engagement

- a. Facilitate community engagement within the Russian River Watershed determined to be important to Russian River Confluence members.
- b. Foster expansion of the Respect Russian River campaign.
- c. Meet with County and Sonoma Water to outline the goals and missions of the campaign expansion.
- d. Identify ideas for implementation strategies and coordinate with the County to identify the best approach.
- e. Include the outline of goals and implementation strategies in the monthly report under Task 4 below.

Deliverable	Due Date
Quarterly Campaign Updates	Provide quarterly updates to the County describing Community Engagement efforts.

1.4. Task 4: Regular Updates

- a. Prepare quarterly reports. Submit to The County in accordance with the date listed for this deliverable.
- b. Include the following in each quarterly report:
 - i. A detailed list of work performed.
 - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results.
 - iii. Other information as appropriate or as requested by The County.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2 (Deliverables).

Deliverable	Due Date
Quarterly Report	Quarterly
Monthly Project check point	Monthly (as needed) participate in a conversation about the status of the project

2. DELIVERABLES

- 2.1. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable the Project Manager.
- 2.2. Comply with the County’s Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County’s Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.