



**Regular Meeting of the Board of Directors
Thursday December 15, 2022
4:00 – 6:00 pm**

The meeting will be held remotely via Zoom at: <https://us02web.zoom.us/j/89675733636>

If you are using a computer or other device to join the meeting, you may click [here](#). A computer video camera is not required to participate. If you do not have access to a computer or internet during this meeting, or if your computer does not have audio, you can call in by phone: (669) 900-6833 and enter the meeting ID: 896 7573 3636 when prompted.

1. Call to Order
2. Declaration of Emergency Continuing Teleconferencing (subject to AB 361) <p>A statewide emergency for COVID-19 was declared on March 4, 2020 by Governor Newsom. The state of emergency must be ended by the governor or by concurrent resolution in the state legislature at “the earliest possible date that conditions warrant” pursuant to Government Code section 8629, however no such action has been taken and the state of emergency continues to remain in place as of today. In addition, state officials continue to impose and recommend measures to promote social distancing. As a result, the continuation of teleconferencing pursuant to Government Code section 54953(e)(3) is warranted.</p>
3. Approval of Agenda
4. Introduction of Guests and Staff
5. Public Comment- The Board will hear comments on items that are not on the agenda. The Board cannot act on an item unless it is an emergency as defined under Government Code §54954.2.
6. Consent Agenda <u>The Board of Directors approves:</u> 6.1. November 17, 2022 Draft Regular Minutes <u>The Board of Directors receives into record:</u> 6.2. Notice of Determination of Exemption from Environmental Review for San Gregorio Creek Habitat Enhancement Phase III.
7. Regular Agenda 7.1. Appreciation for the Resource Conservation District from the Santa Cruz Mountains Stewardship Network presented by Dylan Skybrook, Network Manager. 7.2. Board will consider approval of 19 qualified firms as eligible for contracts to provide professional services to support integrated watershed restoration. 7.3. NRCS (Natural Resources Conservation Service) report and discussion 7.3.1. Agreements with NRCS 7.3.2. NRCS Fiscal outlook 7.4. Executive Director’s report 7.5. Directors’ connection and reports
8. Adjourn Meeting <p>The next Regular Meeting of the Board of Directors will be January 19, 2023.</p>

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time as they are distributed to all members, or a majority of the members of the Board.

**Minutes of the Regular Meeting of the Board of Directors
December 15, 2022
via Zoom teleconference**

Directors: Barbara Kossy, Adrienne Etherton, Steve Stielstra, Michelle Weil, Rudy Espinoza-Murray

Associate Directors: John Keener, John Wade

RCD staff: Kellyx Nelson, Lau Hodges, Amy Kaeser, Timothy Federal, David Cowman, Stephanie MacDonald, Eddie Sanchez, Dylan Skybrook (Manager of the Santa Cruz Mountains Stewardship Network)

NRCS staff: Jim Howard

1. Call to Order

Kossy called the meeting to order at 4:02 p.m.

2. Declaration of Emergency Continuing Teleconferencing (subject to AB 361)

Kossy stated the next two meetings would be held over Zoom.

3. Approval of Agenda

ACTION: Weil moved to approve the agenda, Etherton seconded. Motion passed unanimously.

4. Public Comment

There was no public comment.

5. Introductions of Guests and Staff

There were no introductions needed.

6. Consent Agenda

ACTION: Etherton moved to approve the consent agenda, Weil seconded. Motion passed unanimously.

7. Regular Agenda

7.1. Appreciation for the Resource Conservation District from the Santa Cruz Mountains Stewardship Network (SCMSN) presented by Dylan Skybrook, Network Manager.

- Skybrook shared a framed recognition to the board and explained that SCMSN is fiscally sponsored by the RCD to support a network that includes 20+ members and 20+ funders across a region within and beyond RCD boundaries; RCD is a trusted and nimble entity. He expressed his deepest thanks for both housing and supporting the SCMSN.
- Nelson noted the RCD's board leads with vision as opposed to risk aversion and they were really willing to find a way to home the SCMSN; she expanded to say the RCD's Board thinks nimbly and not limited by boundaries, a view more inline with the future of conservation.

- Kossy noted it was that type of collaboration that motivated her to get involved with the RCD.
- Kaeser thanked the Board for allowing staff to not be confined by the RCD's boundaries but to do conservation at a landscape level.
- Stielstra noted while speaking about the SCMSN at the recent California Association of RCDs Conference people were highly impressed. He asked Skybrook why there weren't more networks like SCMSN. Skybrook responded that there were quite a few networks around the state; Nelson suggested that she and Skybrook present at a future meeting on their work with the California Landscape Stewardship Network focused on systems change.
- Etherton shared her appreciation and enthusiasm to be on a Board which enabled this type of collaboration. She hoped it was a model that could be replicated elsewhere.
- Keener asked why the Golden Gate National Recreation Area and San Francisco Public Utilities Commission weren't members. Skybrook explained that they had both been members of the Peninsula Working Group that was folded into SCMSN and, while they chose not to become full members, they participated on committees.
- Kossy thanked Skybrook for honoring the Board and for reminding them of the RCD and SCMSN's special relationship.

7.2 Board will consider approval of 19 qualified firms as eligible for contracts to provide professional services to support integrated watershed restoration.

- Discussion included vendors' skills in watershed restoration; excitement at being able to streamline the process; how long this took staff to prepare (approximately 25 hours); that contractors would not be locked into current rates over the 5 year period and would be invited to submit cost proposals as appropriate; that firms on the approved list could then be selected without a separate project-specific bid process; and that inclusion on this list does not guarantee work.
- Stielstra stated he would be recusing himself (he had business affiliations on the list) but offered kudos to the staff for their quality work and being forward thinking; the upfront work will save time on the back end.
- **ACTION:** Etherton moved to approve the 19 qualified firms as eligible, Weil seconded. Motion passed unanimously; Stielstra recused, and Espinoza-Murray had stepped away)

7.3 NRCS (Natural Resources Conservation Service) report and discussion

- Howard reflected on the origins of the NRCS and RCD partnership and the extent of partnership activities going on. He noted the NRCS formed in 1935 as the Soil Conservation Service after the Dust Bowl. In the 1939 local partnership offices (RCDs) formed once it was realized local partners would be paramount....and the San Mateo RCD was the first in California! Howard noted that NRCS has evolved but the Half Moon Bay office has transcended what can come from partnerships.
- Nelson noted that she and Howard endeavor to ensure that no constituent would need to know how to navigate our separate bureaucracies to get help. She said that Howard "leaves his ego at the door" and always finds a way to support the RCD; be it with funding, technical assistance, or his ability to mentor staff on his vast knowledge of local watersheds.

- Nelson gave a quick overview of the NRCS in San Mateo County:
 - NRCS staff are assigned to this county because RCD board advocated to USDA for a full time District Conservationist and an engineer to serve our constituents;
 - NRCS can provide resources like soil conservationists, biologists and agricultural engineers;
 - Howard has mentored RCD staff on practices like integrated pest management, habitat enhancement, water storage development and conservation, wildlife friendly farming, soil health, and carbon farming;
 - After the CZU Fire NRCS put money into an agreement to aid San Mateo, Santa Cruz and Santa Clara counties which enabled the RCD to deploy a team to help with fire recovery efforts.
- Howard explained that the NRCS puts money on the table and the local partnership offices work together to layout who will perform what roles; the RCD's nimbleness is very helpful to the NRCS.
- Howard said that money would be coming from the Inflation Reduction Act; however, he was unsure how much. It was expected to continue funding programs already in place. The 2023 projection was that output would increase 3 times and in 2024 it would increase 17 times!
- Howard appreciated the locally led conservation language in the new Memorandum of Understanding.

7.4 Executive Director's report

- Introduced Eddie Sanchez, a new Project Manager on Forest Health and Fire Resiliency Team. Sanchez will be working on the 19-mile fuel break in La Honda.
- The RCD co-hosted a tour of Quarry Park Fuel Load Reduction Project on December 17, 2022.
- #scoopthepoop and #give_a_sh** – the RCD's water quality social media campaign.
- Asked the Board to forward the annual donor appeal campaign to five people.
- Difficult keeping the board up-to-date on all of the 100+ projects; in 2023 Adria Arko, soon to be the RCDs Director of Advancement) and the new Engagement Officer would be finding a more effective way to do so.
- RCD submitted for approximately \$75K in reimbursement from County for relief from COVID expenses
- Fiscal Year 2024 budget process would be kicking off in January.
- Staff will bring the 401K allocation request to the Board in January.
- Staff is working to address and update the RCD's Procurement Policy.
- Staff annual performance reviews also start in January.
- RCD Year in Review and a presentation on our work in climate and agriculture planned for January [UPDATE: this was postponed to February due to resource allocation to January storms]; Kossy asked for the information ahead of time and Nelson offered to email her a blurb.
- Working on a 15-year impact report.
- Three big projects just kicking off were: the San Bruno Vegetation Projects, the Loma Mar Pipeline Replacements, and the Butano State Parks Fish Passage.

- Etherton asked if San Bruno Mountain updates would be sent Nelson said she forwards them on. Kaeser noted the project was 47 acres of butterfly habitat restoration; reducing undesirable scrub, treatment of non-native species and planting of host and nectar plants.

7.5 Directors' connections and reports

- Etherton provided the prompt: what is something you are thankful for/something the RCD has done for you? What are you looking forward to in 2023? Or any nature related holiday tradition. Directors each reflected on the prompt.

8. Adjourn Meeting

Kossy adjourned the meeting at 6:02p.m.

Memorandum

Date: December 15, 2022
To: Board of Directors
From: Kellyx Nelson
Re: Notice of Determination of Exemption from Environmental Review for San Gregorio Creek Habitat Enhancement Phase III

San Gregorio Creek Habitat Enhancement Phase III will benefit species at risk of extinction including federally threatened steelhead, federally endangered coho salmon, as well as other native aquatic species. The project will improve creek habitat by installing natural habitat features (trees and rocks) to increase the diversity of habitats fish need to forage, take refuge, rest, rear, and spawn. The 14 habitat features will be installed over a half mile of lower San Gregorio Creek. Implementation is planned to take place in summer and fall 2024 and will last for approximately six weeks.

As the lead agency for the project, the San Mateo RCD has the principal responsibility for carrying out the project and must ensure its compliance with CEQA (California Environmental Quality Act) including determining whether it is subject to the exemptions listed in CEQA Guidelines.

San Mateo RCD issued a Notice of Exemption for the San Gregorio Creek Habitat Enhancement Phase III project. It is exempt under CEQA according to Class 33, Section 15333: Small Habitat Restoration Projects because the project is for the purpose of habitat restoration and protection of fish and wildlife habitat and is less than five acres in size. There would be no significant adverse impact on endangered, rare, or threatened species and the project will specifically result in improved habitat for threatened and endangered species.

The *Notice of Exemption and CEQA Exemption Discussion* for the San Gregorio Creek Habitat Enhancement Phase III project are attached. These documents provide a determination of the project's consistency with the categorical exemptions to CEQA.

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: _____
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency
Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Christina Kellscher Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

CEQA Exemption Discussion

Project Title: San Gregorio Creek Habitat Enhancement Phase III
Project Location: 2320 La Honda Rd
San Gregorio, CA, 94020
The project site is located off La Honda Road, approximately 2 miles east of the intersection of CA-1 and CA-84, within the San Gregorio Creek watershed in unincorporated San Mateo County.
Assessor's Parcel Numbers: 081290180
City and County: San Gregorio, San Mateo County

Description of Nature and Purpose of Project:

The San Gregorio Creek Habitat Enhancement Phase III (project) will enhance creek habitat to benefit the federally threatened steelhead trout (*Oncorhynchus mykiss*) and the federally endangered coho salmon (*Oncorhynchus kisutch*), as well as other native aquatic species such as the California Department of Fish and Wildlife species of special concern Pacific lamprey (*Entosphenus tridentatus*). The project will improve creek habitat through installation of natural habitat features using large woody debris (LWD) to increase complexity. The project will take place in San Gregorio, within the San Gregorio Creek watershed in unincorporated San Mateo County, CA. The property is used primarily for agriculture and is surrounded by other parcels zoned for the same use.

Increasing the amount of wood in the creek will interrupt and decrease water velocities during winter high flows, create side-channel habitat where feasible, increase size and cover of pools during summer low flows, and sort and store sediment. These enhancements provide the diversity of habitat fish need to forage, take refuge, rest, rear, and spawn. The goals of these structures are to improve cover in existing pools, scour new pools, provide high-flow and low-velocity refugia, provide physical cover, enhance floodplain habitat, and aggrade material to improve floodplain connectivity.

The project will install 14 large wood habitat features over approximately 0.5 miles of creek, with a total of 19-20 pieces of large wood. Feature installation will use an anchored method, with the intent to utilize on-site materials where possible. Five structure designs will be used that each include 1-2 redwood or eucalyptus logs, some with rootwads attached. Some structures will also use anchor boulders, and some include alders. For structures that do not include anchor boulders, soil anchors will be utilized to secure the structures. Construction is planned to take place in summer and fall 2024, beginning as early as May and ending by October 31. Construction activities are expected to last for approximately six weeks.

Name of Person, Board, Commission or Department Proposing to Carry Out Project:

San Mateo Resource Conservation District
Kellyx Nelson
80 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019

EXEMPT STATUS:

Categorical Exemptions, Class 3 [CEQA State Guidelines, Section 15333]

REMARKS: See page 3.

Contact Person: Christina Kelleher

Telephone: (650) 712-7765 x 127

11/16/2022

Date of Determination

I do hereby certify that the above determination has been

Christina Kelleher

**Christina Kelleher, Conservation Project Manager
San Mateo Resource Conservation District**

REMARKS:

As described below, the San Gregorio Creek Habitat Enhancement Phase III (project) meets the CEQA criteria for exemption from environmental review under Class 33, Section 15333. This section of the guidelines describes Small Habitat Restoration Projects that do not exceed 5 acres in size and are constructed for the purpose of maintenance, restoration, enhancement, or protection of habitat for fish, plants, and wildlife.

The proposed restoration project is less than 1 acre in size and is for the purpose of habitat improvement for federally threatened and endangered fish and other aquatic species. The project involves installation of habitat features that will enhance 0.5 miles of San Gregorio Creek in accordance with California Department of Fish and Wildlife (CDFW) and the National Oceanic and Atmosphere Administration (NOAA) Fisheries guidelines.

Project Description

The project will enhance 0.5 miles of creek habitat to benefit the federally threatened steelhead trout (*Oncorhynchus mykiss*) and the federally endangered coho salmon (*Oncorhynchus kisutch*), as well as other native aquatic species such as the California Department of Fish and Wildlife species of special concern Pacific lamprey (*Entosphenus tridentatus*). The project will improve creek habitat through installation of natural habitat features using large woody debris (LWD) to increase complexity. The project will take place in San Gregorio, within the San Gregorio Creek watershed in unincorporated San Mateo County, CA. The property is used primarily for agriculture and is surrounded by other parcels zoned for the same use.

The San Gregorio Creek watershed is the second largest watershed in coastal San Mateo County, draining an area of approximately 33,290 acres, including five primary sub-basins. The project site covers a reach of approximately 2,700 feet on private property in the lower San Gregorio Creek watershed, approximately 2 miles east of the intersection of CA-1 and CA-84. The agricultural property primarily grows pumpkins, hay, and flowers. The property is also an active ranch, and an off-stream water reservoir in the form of an above-ground pond was built on the property in 2017 with the goal of increasing water security for the landowner and improving streamflow for sensitive species. The project area consists of riparian habitat next to a large field, which is used for the agricultural and ranching activities. The project site consists of long section of plane bed geology with some pools forming on creek beds. Rare locations of existing large wood can be found within the project reach.

A low abundance of instream large wood and reduced instream habitat complexity were identified as major limiting factors in the San Cruz Mountains Diversity Strata in NMFS's recovery plans for Central California Coast (CCC) coho salmon and CCC steelhead (NMFS 2012, NMFS 2016). Lack of wood has been identified as a limiting factor for salmonids in this watershed (Stillwater Sciences 2010, Alford 2013). In recent years, NOAA's National Marine Fisheries Service (NMFS) has worked with staff from local Resource Conservation Districts, California Department of Parks and Recreation, California Department of Fish and Wildlife, and other local partners to develop plans for a large wood program for anadromous streams located in the Santa Cruz Mountains region.

San Gregorio Creek is listed as a high priority creek by various state and federal agencies for a range of reasons. San Gregorio Creek is considered a Critical Coastal Area by the California Coastal Commission, and it is listed as one of the 10 highest priority watersheds based on existing water quality conditions, value and sensitivity of coastal resources, new or expanding threats to beneficial uses, and degree of local support for watershed-based planning efforts. The watershed is also a federal conservation priority

and is identified as a focus watershed for recovery of critically endangered species. Additionally, all accessible stream reaches in the San Gregorio Creek watershed are designated as critical habitat for the CCC coho salmon Evolutionary Significant Unit and CCC steelhead Distinct Population Segment. Steelhead trout are known to be present in the work area and there is potential for coho salmon.

Increasing the amount of wood in the creek will interrupt and decrease water velocities during winter high flows, create side-channel habitat where feasible, increase size and cover of pools during summer low flows, and sort and store sediment. These enhancements provide the diversity of habitat fish need to forage, take refuge, rest, rear, and spawn. The goals of these structures are to improve cover in existing pools, scour new pools, provide high-flow and low-velocity refugia, provide physical cover, enhance floodplain habitat, and aggrade material to improve floodplain connectivity.

14 large wood habitat features will be installed over the project reach, with a total of 19-20 pieces of large wood. Feature installation will use an anchored method, with the intent to utilize on-site materials where possible. Five structure designs will be used that each include 1-2 redwood or eucalyptus logs, some with rootwads attached. Some structures will also use anchor boulders, and some include alders. For structures that do not include anchor boulders, soil anchors will be utilized to secure the structures. Construction is planned to take place in summer and fall 2024. Mobilization may begin as early as May, but in-channel work would be restricted to the dry season, between June 15 and October 31. Construction activities are expected to last for approximately six weeks. Avoidance and minimization measures and best management practices will be implemented during construction to reduce potential for impacts to sensitive species and their associated habitats.

Class 33 (CEQA State Guidelines, Section 15333) Small Habitat Restoration Projects

Class 33 consists of projects not to exceed five acres in size to assure the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife. The following four bullets list the criteria for projects to meet Categorical Exemption 15333 as described in the CEQA Statute and Guidelines.

(a) There would be no significant adverse impact on endangered, rare or threatened species or their habitat pursuant to section 15065

The proposed project is designed specifically to benefit threatened and endangered fish. The project would provide the diversity of habitat fish need to forage, take refuge, rest, rear, and spawn.

To the maximum extent possible, temporary and localized impacts to sensitive habitats would be minimized by implementing the mitigation measures and construction-related best management practices. All large wood at the project work site will be anchored with hardware as described in CDFG's California Salmonid Stream Habitat Restoration Manual, 4th edition (CDFG 1998). Instream structure is provided by strategically placing appropriately sized logs or logs with rootwads in the active channel. For this project, wood placement will be done from the top of bank and will not require equipment to work in the active channel. All work along the banks will be conducted with a rubber-tired tractor to reduce impacts to the soil. All logs will be anchored to existing mature riparian vegetation or boulders with the intent of minimizing downstream movement while providing a collection point for existing instream large and small wood. Small woody debris (SWD) may also be added with project logs as described in the site designs. Where feasible, project wood will be sourced from onsite, non-riparian standing trees. The size of logs, number of logs and the spacing between project sites are designed to reflect natural stream dynamics and help in achieving restoration of the stream's original heterogeneous nature. Construction

within the creek will occur during the dry season, minimizing the potential for erosion and any construction-related effects on aquatic species. Additionally, erosion control measures, such as fiber rolls will be installed to further reduce the risk of sedimentation resulting from project activities. Disturbed areas will be winterized and re-vegetated as needed following construction.

The project does not have the potential to degrade the quality of the environment and would not substantially reduce the habitat or threaten to eliminate a plant or animal community; substantially reduce the number or restrict the range of any endangered, rare or threatened species; or eliminate important examples of the major periods of California history or prehistory.

(b) There are no hazardous materials at or around the project site that may be disturbed or removed

No hazardous materials are known to the site or project vicinity.

(c) The project will not result in impacts that are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

The proposed project will not result in impacts that are significant when viewed in connection with effects of past, current, and probable future projects because all such projects comply with requirements of regulatory permits issued for the purpose of protecting natural resources. Overall, the project would improve fish habitat in the creek. The project would not adversely affect farmland, public services, geologic stability, soils, or health risk. There are no known or planned overlapping projects in the vicinity that would have environmental impacts to which the proposed project would add cumulatively.

(d) Examples of small restoration projects may include, but are not limited to:

(3) stream or river bank revegetation, the primary purpose of which is to improve habitat for amphibians or native fish; and

The project would be exempt under the above-cited classifications as it involves restoration of San Gregorio Creek for the primary purpose of habitat improvement for native fish through installation of large wood features to provide the diversity of habitat fish need to forage, take refuge, rest, rear, and spawn. The goals of the large wood structures are to improve cover in existing pools, scour new pools, provide high-flow and low-velocity refugia, provide physical cover, enhance floodplain habitat, aggrade material to improve floodplain connectivity, and reduce incision and sediment deposition by slowing flows.

CEQA State Guidelines Section 15300.2 states that a categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. As described above, there are no unusual circumstances surrounding the proposed project that would suggest a reasonable possibility for a significant environmental effect.

REFERENCES

Alford, C. 2013. San Gregorio Creek Large Woody Debris Inventory and Assessment Report, prepared for San Mateo County Resource Conservation District, American Rivers California Conservation Program, Publication No. AR-CA-2013-01, 44 p.

California Department of Fish and Game (CDFG). 1998. California Salmonid Stream Habitat Restoration Manual. Fourth Edition. Available online at:
<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=22610&inline>

National Marine Fisheries Service (NMFS). 2012. Recovery plan for the evolutionarily significant unit of Central California Coast coho salmon. Volume 1. National Marine Fisheries Service., Southwest Region. Available online at: <https://repository.library.noaa.gov/view/noaa/15987>

National Marine Fisheries Service (NMFS). 2016. Final Coastal Multispecies Recovery Plan for California Coastal Chinook Salmon, Northern California Steelhead and Central California Coast Steelhead. Available online at: <https://www.fisheries.noaa.gov/resource/document/final-coastal-multispecies-recovery-plan-california-coastal-chinook-salmon>

Stillwater Sciences. 2010. San Gregorio Creek Watershed Management Plan. Available online at: http://www.sanmateorcd.org/SanGregorioWMP_final.pdf

Memorandum

Date: December 15, 2022
To: Board of Directors
From: Kellyx Nelson
Re: Recommendation to Approve 19 Firms as Eligible for Contracts to Provide Professional Services to Support Integrated Watershed Restoration

RCD staff recommends that the board of directors approve 19 firms¹ as eligible for contracts to provide professional services to support integrated watershed restoration. Professional services, as defined in the RCD's procurement policy, are distinct from construction activities. Professional services and construction activities are subject to different prevailing wage and contracting laws and requirements. This approval would be valid for contracts executed by December 31, 2027 and subject to the terms described in the attached RFQ.

On November 3, 2022 the RCD released a *Request for Qualifications for Integrated Watershed Restoration Program Services* (RFQ) seeking contracting professionals to support restoration, water conservation and security, erosion control, assessment and upgrades to rural roads, and other conservation efforts. Project types may include restoring fish passage by removing barriers; wetland restoration; creek enhancement such as floodplain restoration or large wood installation; vegetation management; upgrades to domestic water supplies; building and improving ponds and storage tanks to enhance streamflow for wildlife and improve water security for users such as farmers, communities, and public parks; rural road assessment and upgrades; repairs to or construction of culverts and road crossings; gully and landslide repair; and others.

If approved, the firms or individuals will be eligible for contracts to provide the following services:

- Project planning and development (habitat assessments, initial site investigations, mapping, cultural resource assessments, etc.)
- Technical surveys (e.g. topographic, hydrologic, hydraulic, geomorphic, etc.)
- Designs (concept to 100%; engineering, geotechnical, civil, etc.)
- Grant and proposal writing support
- Permitting and environmental compliance (e.g. CEQA, Coastal Development Permits, CDFW Lake and Streambed Alteration Agreements, USACE 404 authorizations, RWQCB 401 certifications, avoidance and minimization measures, biological assessments, cultural resources, etc.)
- Implementation oversight support (e.g. biological and cultural resource monitoring, construction oversight, wage/labor compliance, etc.)

¹ Some firms are sole proprietor businesses and would provide services as an individual.

The RFQ was posted to the RCD's [website](#) and distributed by email to over 30 firms. Nineteen provided a statement of qualifications for one or more of the services listed above by the deadline (December 2, 2022). All 19 submissions were deemed complete. RCD staff reviewed the qualification statements and project examples of each applicant and checked their references. Based on this review process, staff recommends approving all of the applicants as a portfolio of potential service providers with diverse specialized training and experience related to developing, planning, surveying, designing, permitting, implementation oversight, and/or compliance for environmental projects in the region. The recommended contractors, are in alphabetical order below:

1. AECOM
2. Albion Environmental, Inc.
3. Balance Hydrologics, Inc.
4. cbec, Inc. eco engineering
5. Cinquini and Passarino, Inc.
6. Ecological Concerns Incorporated
7. FlowWest
8. Horizon Water and Environment with Waterways Consulting, Inc., Mike Podlech, CMAG Engineering, and Streeter Group
9. Live Oak Associates, Inc.
10. Mike Podlech, Aquatic Ecologist
11. North Valley Labor Compliance Services
12. Restoration Design Group, Inc. with Vollmar Natural Lands Consulting
13. Sequoia Ecological Consulting, Inc.
14. SRT Consultants
15. Stillwater Sciences
16. SWCA Environmental Consultants with Calvada Surveying, Inc. and Cal Engineering & Geology
17. Timothy C. Best, CEG with Waterways Consulting, Inc. and Haro, Kasunich and Associates
18. Waterways Consulting, Inc.
19. WRA, Inc.

REQUEST FOR QUALIFICATIONS

Integrated Watershed Restoration Program Services

Sponsored by the
SAN MATEO RESOURCE CONSERVATION DISTRICT

November 3, 2022

Request for Qualifications
Integrated Watershed Restoration

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Published by the authority of:
San Mateo RCD Board of Directors
80 Stone Pine Rd, Suite 100
Half Moon Bay, CA 94019
(650) 712-7765

REQUEST FOR QUALIFICATIONS

Integrated Watershed Restoration

Introduction

The San Mateo Resource Conservation District (RCD) seeks contractors to support restoration, water conservation and security, erosion control, assessment and upgrades to rural roads, and other conservation efforts throughout San Mateo County. Project types may include restoring fish passage by removing barriers; wetland restoration; creek enhancement such as floodplain restoration or large wood installation; vegetation management; upgrades to domestic water supplies; building and improving ponds and storage tanks to enhance streamflow for wildlife and improve water security for users such as farmers, communities, and public parks; rural road assessment and upgrades; repairs to or construction of culverts and road crossings; gully and landslide repair; and others.

The RCD seeks qualified contractors to support various activities related to these projects including:

- Project planning and development (habitat assessments, initial site investigations, mapping, cultural resource assessments, etc.)
- Technical surveys (e.g. topographic, hydrologic, hydraulic, geomorphic, etc.)
- Designs (concept to 100%; engineering, geotechnical, civil, etc.)
- Grant and proposal writing support
- Permitting and environmental compliance (e.g. CEQA, Coastal Development Permits, CDFW Lake and Streambed Alteration Agreements, USACE 404 authorizations, RWQCB 401 certifications, avoidance and minimization measures, biological assessments, cultural resources, etc.)
- Implementation oversight support (e.g. biological and cultural resource monitoring, construction oversight, wage/labor compliance, etc.)

Contracting Entity: The RCD is the contracting entity and project manager on behalf of the landowner(s). The RCD is a non-regulatory public benefit district to help people protect, conserve, and restore natural resources through information, education, and technical assistance programs. The RCD is a division of state government under Division 9 of the Public Resources Code.

Notice of Grant Funding: Applicants are notified that projects are funded by multiple grants and funding agreements. The RCD will not be required to pay the contractor until funds are received from the funding agency, which is normally between 90 and 120 days from the approved pay request depending on when invoices are received. The RCD invoices funders on a quarterly basis.

Location

Project sites are located on private and public property throughout San Mateo County, and may include, but are not limited to the following watersheds: San Pedro, Pilarcitos, San Gregorio, Pescadero-Butano, Tunitas, Gazos.

RFQ Submittals

1. Qualification statement based on one or more services requested in the RFQ and Exhibit A.
2. Cost rates (Exhibit B), which shall include rates for all labor, equipment, and materials necessary to perform one or more services as described in the RFQ and Exhibit A. Labor costs shall be based on current prevailing wage rates where applicable (see section entitled "Wages" below).
3. References (Exhibit C).

Project Cost and Funding

Funding for the projects is through multiple grants and funding agreements. The RCD may wish to utilize the contractor(s) for other funds secured for this or other RCD programs. The estimated funding for consulting services through December 31, 2025 (first three years of the total five-year term) is at least \$900,000. There is a possibility for additional funding and extended timeline.

Documentation

Attached to this RFQ are copies of project and contract documents, including the following:

- Exhibit A: Scope of Services
- Exhibit B: Cost Proposal Form
- Exhibit C: References
- Exhibit D: Sample Contract Template
- Exhibit E: Insurance Requirements

Proposal and Work Schedule

Date of Announcement	November 2, 2022
Pre-Submittal Virtual Meeting (optional)	<p data-bbox="581 1192 1490 1226">November 15, 2022 at 2:00 pm</p> <p data-bbox="581 1260 1490 1402">This is an <u>optional</u> meeting which will allow prospective consultants to ask questions regarding the request for qualifications, the program areas, subsequent projects, and other inquiries. Questions and answers will be posted on the RCD website following the meeting.</p> <p data-bbox="581 1444 1490 1507">The Pre-Submittal Meeting will be held virtually on Zoom. Join via link or phone number below.</p> <p data-bbox="581 1549 1490 1612">https://us02web.zoom.us/j/86314445419?pwd=T0R1WnJLQllxZ2tHcDNJbkJCK2RHZz09</p> <p data-bbox="581 1654 1490 1688">Meeting ID: 863 1444 5419</p> <p data-bbox="581 1696 1490 1730">Passcode: 498803</p> <p data-bbox="581 1738 1490 1772">One tap mobile</p> <p data-bbox="581 1780 1490 1814">+16699006833,,86314445419# US (San Jose)</p> <p data-bbox="581 1822 1490 1856">+16694449171,,86314445419# US</p>

Questions/Inquiries Accepted	November 28, 2022
Deadline for Qualifications Submittal	December 2, 2022 at 5:00 pm Send qualifications to via email to amy@sanmateoRCD.org Late proposal submissions will not be considered.
Anticipated Notification of Selection	December 16, 2022
Contract Date	TBD
Work Commence Date	TBD
Work Completion Date	TBD

Prevailing Wage Laws

Some of the work may be considered a public work or public improvement and would therefore subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. Contractors of the RCD, and any subcontractor working under the contractor, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the public work. Prevailing wage determinations can be found at Department of Industrial Relations website.

All contractors and subcontractors who will perform any portion of public work must be registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of proposal on a specific scope of work.

Evaluation of Qualifications and Selection

Contractors will be evaluated based on their qualifications statement, cost proposal, and references. The RCD will approve the contractors which meet the qualifications for one or more of the services. There is no limit to the number of contractors approved through this RFQ. Approved contractors will be considered qualified and eligible for contracts to support integrated watershed restoration projects. Approval does not guarantee work or a contract. For any given scope of work, the RCD may select a contractor approved through this RFQ which is of the greatest advantage to the project and the RCD. The RCD has the right to reject any and all contractors and add alternates. The RCD also has the right to select multiple contractors. The RCD is not required to accept the professional services contractors with the lowest rates. The term for approved contractors through this RFQ is December 31, 2027.

Contract and Payment

Contractors selected from this RFQ may be invited to submit cost proposals based on unique scopes of work to be prepared by the RCD, potentially with support from consultants. Invoices shall be submitted to the RCD for work completed not less than quarterly, and no more than monthly. The RCD will invoice funders on a quarterly basis.

EXHIBIT A
Scope of Services
Integrated Watershed Restoration

1. Program Areas and Projects

Resource Conservation Districts across California serve as local hubs for conservation, connecting people with the technical, financial, and educational assistance they need to conserve and manage natural resources. RCDs help landowners, land managers, government agencies, and others to voluntarily protect, restore, and enhance natural resources on private and public lands.

The San Mateo Resource Conservation District, or RCD, is an important partner in San Mateo County's stewardship efforts. The RCD works directly with landowners and other constituents to ensure the resilience and health of water resources, soils, wildlife habitat, and beyond. We coordinate assistance from all available sources — public and private, local, state, and federal — to develop locally-driven solutions to natural resource concerns.

The RCD is seeking contractors to support work related to wildlife habitat, water conservation, water security, erosion control, rural roads, and other conservation efforts throughout San Mateo County. The following section describes program area activities of the Habitat Enhancement; Water for Farms, Fish and People; and Sediment/Rural Roads work of the RCD. Consultants' Qualification Statement should speak to one or more of the areas in which they have expertise and could provide support to the RCD.

Habitat Enhancement

The RCD's habitat enhancement efforts improve our local water and landscapes for people and wildlife. This work includes vegetation management, wetland restoration, riparian and creek habitat enhancement, removal of fish migration barriers, and more. These projects restore ecological function and are multi-benefit for both animal and human communities. Target species often include species at risk of extinction, such as coho salmon, steelhead, California red-legged frog, San Francisco garter snake, mission blue butterfly and other pollinators, and other species of special concern.

Example habitat enhancement projects include installation of natural habitat features like large woody debris in local creeks to create complexity for fish; removal of a culvert posing a fish migration barrier and replacement with a free-span bridge; floodplain restoration and reconnection; riparian, wetland, grassland, or coastal prairie restoration; and others.

Water for Farms, Fish and People

The lives of San Mateo County's South Coast farms, fish, and people depend upon the same precious local water resources. During the long summer dry season, when water is needed the most by local communities and wildlife is also when our streams are at their lowest. Flexibility is key. Farmers and communities must adapt to seasonal fluctuations, but also to the uncertainty of what our future holds under a changing climate. The RCD helps people conserve, strategically manage, and store water. But most importantly, we understand the art and the science of balancing water needs so that people and wildlife both have enough. Our Water for Farms, Fish and People program is at the nexus of how new water technologies and traditional practices can come together to create water security for all three.

Example water conservation projects include upgrading domestic water systems for parks or community water systems; building or improving ponds for agricultural water storage; upgrading agricultural water systems; building water tanks for domestic storage and use during the dry season; and more.

Sediment/Rural Roads

For many rural landowners and parks and open space managers in coastal San Mateo County, erosion and washouts of unpaved roads disrupt access and lead to costly repairs and annual maintenance. Additionally, the soil erosion and runoff from these roads pollute streams with excess sediment causing damage to habitat for fish and other wildlife, and increase flooding issues downstream. The RCD helps landowners and managers address these erosion issues to preserve safe access and benefit natural resources. These efforts have included conducting assessments of roads and other erosion (e.g., gullies), developing and implementing projects to improve roads, and assisting landowners and managers with proper maintenance of rural roads and sedimentation reducing practices.

Example sediment/rural roads projects include upgrading rural roads to increase longevity, reduce erosion, and manage sediment; removal or replacement of culverts and bridges; repairing gullies; and more.

The RCD seeks qualified contractors to support various activities related to these programs including:

- Project planning and development (habitat assessments, initial site investigations, mapping, cultural resource assessments, etc.)
- Technical surveys (e.g. topographic, hydrologic, hydraulic, geomorphic, etc.)
- Designs (concept to 100%; engineering, geotechnical, civil, etc.)
- Grant and proposal writing support
- Permitting and environmental compliance (e.g. CEQA, Coastal Development Permits, CDFW Lake and Streambed Alteration Agreements, USACE 404 authorizations, RWQCB 401 certifications, avoidance and minimization measures, biological assessments, cultural resources, etc.)
- Implementation oversight support (e.g. biological and cultural resource monitoring, construction oversight, wage/labor compliance, etc.)

2. Project Planning and Administration

Consultant will work with the RCD to coordinate project activities.

3. Implementation

Consultant will assist the RCD as directed off and on-site to oversee project implementation as needed. This may include permit compliance oversight, directing implementation contractors, and other activities as needed.

4. Compensation

- a. Consultants selected from this RFQ may be invited to submit cost proposals based on unique scopes of work to be prepared by the RCD, potentially with support from consultants.
- b. In the event the funding on which the above-described contract services relies is materially reduced or made unavailable, despite the party's understandings and expectations that no such disruptions will occur, any Agreement would terminate immediately upon notice of such funding disruption by RCD to CONTRACTOR.

5. Reporting

Contractor will provide a summary of activities to RCD when invoices are submitted, and when requested from the RCD. Contractor will provide quarterly invoices.

6. Term of Agreement.

Agreement terms will be unique to each scope of work and contract that is developed between the consultant and the RCD. Approval of contractors selected through this RFQ shall expire on December 31, 2027.

7. Qualifications

The below qualifications apply to the various tasks and activities listed above. Only qualifications relating to the task(s) included in qualification response are required to be met.

- Permitting: experience with planning, permitting, and environmental regulations and documentation including California Environmental Quality Act, Coastal Development Permits, CDFW Permits, Army Corps Permits, etc.
- Biological monitoring: experience with special-status species life cycle, identification, and protective measures. Experience enforcing permit requirements.
- Ability to work independently in the field, across various terrain with no trail access.
- Labor compliance: extensive knowledge of wage and labor compliance requirements. Ability to work with contractors to ensure compliance and work toward corrective measures if needed.
- Experience with planning and implementation of sediment reduction and erosion control projects for rural roads, landslides and gullies in Santa Cruz Mountains and coastal San Mateo County, including familiarity with standard permit conditions/regulatory requirements as well as the application of CA Forest Practice Rules for unpaved roads in the coast region.
- Civil Engineering, Geology, Environmental Engineering or related degree and experience.
- Experience with Natural Resource Conservation Service standards and practices, CA Salmonid Stream Habitat Restoration Manual, and other relevant guidelines as they pertain to rural roads, landslides, and gullies.
- Experience working in sensitive habitats.
- Demonstrated ability to write clear, concise reports; and strong interpersonal and communication skills.
- Experience working on grant funded programs.
- Experience designing projects with multiple stakeholders and input from technical advisory committees.
- Experience successfully working to meet the needs of landowners.
- Familiarity with RCDs.
- Participate in multi-stakeholder collaboration with the RCD and partner organizations involved in each project, including in-person meetings or conference calls.
- Communicate with Project Manager via phone and email. Be flexible with stakeholder requests.

EXHIBIT B
Cost Proposal Form

To: Board of Directors, San Mateo Resource Conservation District

We, the undersigned, having familiarized ourselves with this RFQ packet, and hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete a task or tasks as described in Exhibit A.

We, the undersigned, agree to perform all the above work to its completion and to the satisfaction of the RCD for the rates for said work as indicated below.

We, the undersigned, understand that consultants who are selected from this RFQ, may be invited to submit cost proposals based on unique scopes of work to be prepared by the RCD, potentially with support from consultants.

1. **Cost Proposal (EXAMPLE FORM consultants may use alternative cost proposal formats). Personnel hourly rates and other applicable rate sheets are acceptable.**

Item	Description	Rate

I hereby certify that:

- A. All of the statements herein made by me are made on behalf of [company name]

- B. I have thoroughly examined the plans and specifications, contract documents and all other items bound herein;
- C. I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;
- D. I have full authority to make such statements and to submit this cost proposal form on the Company's behalf; and
- E. The statements herein are true and correct.

Signature _____ Date _____

By _____

Title _____

Certifications and licenses:

EXHIBIT C
References

REFERENCES

List projects and contact information for use as reference or attach reference documentation.

PROJECT NAME _____

Brief description of project:

Date(s) constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project:

Date constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project

Date constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project

EXHIBIT D
Sample Contract

SAN MATEO RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
CONTRACTOR

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2022 is by and between the **SAN MATEO RESOURCE CONSERVATION DISTRICT**, a political subdivision of the State of California, hereinafter referred to as "**RCD**," and **CONTRACTOR**, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, XXXX; and

WHEREAS, RCD desires to use the professional services of CONTRACTOR; and

WHEREAS, CONTRACTOR has the professional and administrative ability to implement such services; and

WHEREAS, RCD and CONTRACTOR desire to set forth in writing the obligations and responsibilities of each party relating to the services;

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

1. Scope of Services

- a. CONTRACTOR will, in accordance with the terms of this Agreement, perform the services set forth in Exhibit A, Project Name- Contractor Name- ***Scope of Services***, hereinafter referred to as "**PROJECT**", which is attached hereto and incorporated herein by reference.
- b. This Agreement is limited both in scope and duration, as herein specified.

2. Term of Agreement. Subject to compliance with all applicable terms and conditions, the term of this Agreement shall commence on (Date) and terminate on (Date).

3. Performance Responsibilities. Contractor shall complete the herein described services by no later than (Date) unless a later date is agreed upon by the parties in writing. Time is and shall be of the essence in the performance of the specified services by CONTRACTOR.

4. Compensation.

- a. In consideration of the services provided by CONTRACTOR in accordance with all applicable terms, conditions and specifications set forth in this Agreement and in Exhibit A, RCD agrees to pay CONTRACTOR an amount not to greater than AMOUNT AS TEXT, (\$xx.xx), hereinafter referred to as "**SCOPE AGREEMENT AMOUNT**", for the successful and timely completion of the specified services. In no event shall RCD's

total fiscal obligation under this Agreement exceed (AMOUNT AS TEXT (\$xx.xx) hereinafter referred to as **"NOT TO EXCEED AMOUNT"**. In the event that RCD makes any advance payments, CONTRACTOR agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. CONTRACTOR is not entitled to payment for work not performed as required by this Agreement.

b. In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to CONTRACTOR as soon as is reasonably possible after RCD learns of said unavailability of outside funding.

5. **Billing and Payment Procedure.** CONTRACTOR will submit requests for payment along with documentation acceptable to the RCD no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to CONTRACTOR within 30 days of payment to the RCD by the project funder.

6. **Cooperation.** RCD and CONTRACTOR agree to cooperate to the greatest extent possible to complete the PROJECT. CONTRACTOR will notify RCD in writing of any new developments, information, issues or concerns that are reasonably expected to negatively impact the PROJECT and/or its completion as soon as practicable.

7. **Assignment.** This Agreement is not assignable by CONTRACTOR in whole or in part without the authorized written consent of RCD,

8. **Conflict of Interest.** The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.

A.

9. **Applicable Laws.** All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with all applicable state, local and federal laws, regulations, policies, procedures, and standards, and any failure to do so shall constitute a material breach of the Agreement by CONTRACTOR, which may be waived by RCD at its sole discretion subject to cure or mitigation of the violation.

B.

10. **Wages.** All work implemented by the RCD, a public agency, is considered a public work or public improvement project. As public projects, they are subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. CONTRACTOR, and any subcontractor working under CONTRACTOR, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Prevailing wage determinations can be found at Department of Industrial Relations website.

11. **No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

12. Independent Contractor Status. The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, and neither CONTRACTOR nor its employees acquire any of the rights, privileges, powers or advantages of RCD employees.

13. Standard of Professionalism. CONTRACTOR shall conduct all work under this Agreement consistent with professional standards for the industry and type of work being performed hereunder.

C.

14. Ownership of Materials. Except as otherwise expressly stated in Exhibit A, all materials and work products, including data collected for the Work produced as a result of this Agreement are the property of the RCD. Any final products distributed or produced will acknowledge the CONTRACTOR, RCD, and other Funding Agencies as reasonably requested by the RCD. The RCD shall be entitled to use and publish the work product and deliverables under this Agreement.

D.

15. Indemnification. To the fullest extent permitted by applicable law, CONTRACTOR agrees to defend, at CONTRACTOR'S expense and with counsel acceptable to RCD, indemnify, and save and hold harmless RCD, Funding Agencies, and all of their officers, directors, employees and agents, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses arising out of the CONTRACTOR'S negligence, recklessness, or willful misconduct under this Agreement, including all expenses of litigation and/or arbitration, court costs, and attorney's fees, arising on account of or in connection with injuries to or the death of any person whomsoever, in any and all damages to property, regardless of possession or ownership, which injuries, death or damages arose out of or incident to any acts, omissions, negligence or willful misconduct of CONTRACTOR, its officials, officers, employees, agents, subcontractors and subconsultants related to the work being directly performed by or for the CONTRACTOR under the scope of this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the CONTRACTOR or any of its employees, agents, or representatives and or suppliers, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the RCD.

16. Insurance. CONTRACTOR shall obtain and maintain for the duration of this Agreement, comprehensive general liability insurance and/or other insurance necessary to protect the parties hereto, and shall provide RCD with evidence thereof prior to commencement of any work under this Agreement. CONTRACTOR shall have RCD named as an additional insured on its insurance policy, which shall have minimum coverage limits as specified on Exhibit B hereto, incorporated herein by reference. CONTRACTOR's above described insurance shall serve as the primary insurance coverage for any claim arising from or relating to the services to be performed hereunder.

17. Nondiscrimination and Other Requirements

a. General Nondiscrimination: CONTRACTOR will not discriminate in employment practices or in the delivery of services on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital

or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity: CONTRACTOR shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement.

c. Discrimination Against Individuals with Disabilities: The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and CONTRACTOR and any subcontractor(s) shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

d. History of Discrimination: CONTRACTOR certifies that no finding of discrimination has been issued in the past 365 days against CONTRACTOR by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against CONTRACTOR within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other governmental investigative entity, CONTRACTOR shall provide the RCD with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the RCD.

18. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

To RCD: Kellyx Nelson, Executive Director
San Mateo Resource Conservation District
80 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019

To CONTRACTOR: Name, Title
Contractor
Address

19. Amendments and Integration. This Agreement supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

20. Counterparts. Electronic or Digital Signature Transmitted By Electronic Mail or Facsimile. This Agreement may be executed in counterparts and a digital and/or electronic signature provided by either party shall be deemed the equivalent of an original

signature and may be transmitted by one party to the other via electronic mail or facsimile, which taken together shall constitute one in the same agreement, each bearing original signatures, and shall be effective as of the date of the last signature appearing thereon. by any electronic, digital, or facsimile signatures.

- 21. Termination.** This Agreement may be terminated for any of the following reasons:
- a. If CONTRACTOR fails to perform the services hereunder agreed to the satisfaction of RCD, or otherwise fails to fulfill its obligations under this Agreement, immediately upon written notice from RCD; and
 - b. RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to Contractor as soon as is reasonably possible after RCD learns of said unavailability of funding.

IN WITNESS WHEREFORE, the parties agree to the foregoing terms and conditions and hereby enter into this Agreement.

Date: _____ By: _____
Name, Title
Company

Date: _____ By: _____
Kellyx Nelson, Executive Director
San Mateo Resource Conservation District

EXHIBIT E
Insurance Requirements

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.

1. Minimum Scope of Coverage and Limits of Insurance:
 - a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - c. Worker's Compensation: Limits as set forth in the Labor Code of the State of California.

2. Contractors Liability Insurance Policy shall contain the following clauses:
 - a. RCD is added as an additional insured as respects operation of the named insured formed under contract with RCD.
 - b. It is agreed that any insurance maintained by RCD shall apply in excess of, and not contribute with, insurance provided by this policy.
 - c. The insurer agrees to waive all rights of subrogation against RCD, its officers and employees for losses arising from work performed by CONTRACTOR for RCD.

3. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.

MEMORANDUM OF AGREEMENT

BETWEEN THE

THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE,

THE CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS,

THE UNIVERSITY OF CALIFORNIA AGRICULTURE AND NATURAL RESOURCES,

AND

THE UNITED STATES DEPARTMENT OF AGRICULTURE/

NATURAL RESOURCES CONSERVATION SERVICE - N0622MOU0012461

This Memorandum of Agreement (MOA) is made and entered into by and between California Department of Food and Agriculture (CDFA), California Association of Resource Conservation Districts (CARCD), The Regents of the University of California on behalf of its University of California Agriculture and Natural Resources (UC ANR), and the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), hereinafter referred to as “the Parties.” The effort will hereafter be referred to as the California Conservation Planning Partnership.

I. PURPOSE

The purpose of this MOA is to encourage strong partnerships as well as to strengthen cooperation among the Parties that result in coordinated interagency delivery of conservation assistance to private landowners and others and to sustain the health, diversity, and productivity of the California’s natural resources. The Parties’ vision is to collectively have greater impact on resource protection and to accelerate conservation on the ground. The Parties share a long-term commitment to the federal/state/local government conservation delivery system to help private landowners, communities, and others conserve natural resources across California. To make the vision a reality, the partnership will support locally led efforts that result in voluntary decisions of agricultural producers, forest managers, and Tribes to conserve natural resources, applying solutions that are practical, economical, customized to specific needs of our customers and communities served, and beneficial to the environment. The Parties agree that providing science-based technical assistance on natural working lands will play a key role in enabling the creation and implementation of these solutions. As a partnership, we will put quality first, enable people to make sound conservation decisions, demonstrate professionalism and dedication, and strive for continuous improvement.

Shared Values

The Parties are committed to the following values:

- Voluntary approach to conservation.
- Recognize the value of providing science-based technical assistance. The Parties have confidence agricultural producers, forest managers, and Tribes will make and implement sound decisions if they understand their resources, natural resource concerns and opportunities, and the effects of their decisions.
- Recognize the important role of natural and working lands and their significant contribution to the environmental and economic health in California.
- Meeting customer needs. The Parties recognize that agricultural producers, forest managers, and Tribes are key customers for our programs and services and will collaborate to make it as easy as possible for customers to utilize services and programs. The Parties strive to serve all customers with an emphasis on Tribes and historically underserved producers and land managers, making sure all are aware of opportunities and have equal access to services and programs. “Historically underserved” includes beginning farmers and ranchers, organic, small-scale, urban garden, micro-farm, community agriculture, limited resource, and socially disadvantaged producers, and others.

II. BACKGROUND

The Parties recognize the importance of natural resources, sound resource conservation development, and the wise use and management of these natural resources. In addition, the Parties recognize the importance of working with NRCS due to its broad strategic assessment and planning authority, and the importance of the Soil and Water Resources Conservation Act of 1977 (RCA), for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that our state’s resources are finite and under increasing pressure from a variety of impacts. The conservation of soil, water, air, plant, animal, and energy resources will all be addressed under the programs, initiatives, and partnership efforts of the Parties.

The NRCS has federal responsibility for conservation of our Nation’s private lands which recognizes that the wastage of soil and moisture resources on farm, grazing, and forestland is a menace to the national welfare. Congress directed Secretary of Agriculture the creation of Soil Conservation Service (currently called the Natural Resources Conservation

Service) as permanent Agency is USDA. NRCS has a vested interest in working with other partners to jointly carry out this charge using the voluntary conservation planning process as a framework.

The State of California has a strong commitment to its resources and recognizes the great challenge of keeping natural resources, the economy, and communities strong for its people and future generations. The State of California recognizes the importance of federal agencies, state agencies, local agencies, and other organizations working towards these collective goals. The Food and Agricultural Code enacted by Stats. 1967, Ch. 15 provides the California Department of Food and Agriculture authority to promote and protect the agriculture industry of the state for the protection of the public health, safety, and welfare.

The University of California (UC) is part of the nation's Land-Grant University System established by the Morrill Act of 1862. UC's federally-mandated mission of agricultural research, extension and public service is fulfilled by UC ANR – a statewide entity comprised of the Agricultural Experiment Station (established by the Hatch Act of 1887), Cooperative Extension (established by the Smith-Lever Act of 1914), nine Research and Extension Centers, two Institutes and several Statewide Programs. UC ANR develops knowledge and practical information in agricultural, natural, and human resources, conducts research and outreach aimed at transforming basic scientific knowledge into new practices and technologies, identifies current and emerging problems, and promotes the use of pertinent research-based findings and practices to best serve California's needs.

California RCDs have a strong commitment to – and deep experience with – implementing and providing technical assistance and implementation support of locally-led community driven conservation projects that meet local needs on public and private lands. Maintaining deep connections to local stakeholders, especially farmers and ranchers, RCDs are on-the-ground partners informed by local knowledge and are an essential component of the locally-led conservation equation.

Therefore, the Parties sees this partnership as an important tool to help California meet its resource conservation goals. The Parties recognize by working together, they can pool resources and have more impact on addressing natural resource issues such as water quality, drought resiliency, healthy forests, healthy soils, and the existential threat of climate change.

Opportunities the Parties will address include, but are not limited to:

A. Equity in Delivery of Technical Assistance

The Parties recognize Tribes and historically underserved producers may not have had equal access to conservation technical assistance and subsequent funding opportunities, and that technical assistance is a critical gateway to programs. Interagency collaboration to address equity is needed. The Parties will seek input and guidance on challenges and barriers to participation. Furthermore, the Parties will increase opportunities for guidance by Tribes and historically underserved producers to ensure that services and programs can be tailored to fit their needs, and that Traditional Ecological Knowledge / Indigenous Stewardship Methods and practices are valued and recognized components of these service and program offerings. The Parties will consider setting aside funding or prioritizing services and programs for Tribes and historically underserved groups, with input and guidance from these groups. Through these processes of engagement, the Parties seek to build stronger partnerships with Tribes and historically underserved producers that will lead to increased participation in services and programs concerning the implementation of conservation practices.

B. Conservation Innovation and Practice Adoption

The Parties recognize the importance of accelerating conservation research and having it accessible to agricultural producers, forest managers, and Tribes. Therefore, it is mutually beneficial for the Parties to collaborate to create a process to identify research needs, validate outcomes, provide access to new conservation practices, and evaluate those practices for effectiveness and on a cost-benefit basis. Similarly, there is a need to evaluate and continually update existing conservation practices and look for ways to increase adoption.

C. Coordination

To increase accessibility of services and programs for agricultural producers, forest managers, and Tribes, the Parties will strive for consistency and complementarity of programs offered. The Parties will work together to streamline and coordinate services to prioritize customers' experience. The Parties will be knowledgeable of each other's offerings and services, which will become better known and available to the agricultural and forestry communities.

Recognizing there are inherent statutory and programmatic differences, the Parties will strive to coordinate services and programs including but not limited to outreach, technical standards, payment rates, training resources, and sharable databases, contacts, processes, and other mutually beneficial items. When feasible, the Parties will prioritize technical assistance coordination based on equity impacts and implement changes that would increase participation in services for Tribes and historically underserved groups.

D. Technical Capacity

The Parties recognize the importance of having strong and consistent technical capacity at the federal, state, and local levels to better deliver assistance. Furthermore, the Parties identified training as a key area for collaboration with the goal of building consistent technical capacity at all levels.

Training Collaboration Objectives:

- Build a strong foundation of technical and delivery skills.
- Ensure needed technical knowledge and support are readily available.
- Build a strong mutually supportive network of personnel with technical expertise that continues to expand as needs emerge.

E. Maintain Consistent Locally Led Technical Assistance

The Parties recognize that building stable relationships and establishing trust with agricultural producers, forest managers, and Tribes are critical to the successful implementation of conservation practices. Locally led conservation, through the Local Work Group as identified in the Farm Bill legislation, requires involving community stakeholders in identification and prioritization of natural resource concerns, natural resource planning, implementation of solutions, and evaluation of results. Whenever possible, the Parties will collectively support a constant and consistent local presence and offer services and programs culturally relevant to the community. The Parties will strive to share resources when feasible and work together to ensure there is capacity to deliver technical assistance locally. The Parties will pursue joint programs for funding, when feasible, to support these fundamental staffing requirements.

F. Collective Impact and Communication

To increase awareness, stories, opportunities, and technical resources will be promoted within the Parties' organization and to the public. The Parties recognize that amplified outreach will encourage participation and improve comprehension of the available services.

III. ROLES AND RESPONSIBILITIES

This MOA commits the Parties to increase cooperation within the State of California to ensure coordinated, efficient, and effective delivery of conservation assistance. The actions taken under this MOA are expected to enable the Parties to accomplish their individual and collective conservation missions and goals in a strategic approach with improved outcomes.

The Parties recognize the unique and complementary role that each Party brings to the partnership:

- The California Department of Food and Agriculture was established to serve the citizens of California by promoting and protecting a safe, healthy food supply, and enhancing local and global agricultural trade, through efficient management, innovation, and sound science, with a commitment to environmental stewardship. To be recognized as the most highly respected agricultural agency in the world, CDFA will:
 - Ensure that only safe and quality food reaches the consumer
 - Protect against invasion of exotic pests and diseases
 - Promote California agriculture and food products both at home and abroad
 - Ensure an equitable and orderly marketplace for California's agricultural products
 - Build coalitions supporting the state's agricultural infrastructure to meet evolving industry needs
- Resource Conservation Districts are a community-driven source of conservation. They support and implement locally driven conservation on private and public lands and support their communities in conservation and agriculture.

RCDs:

- Provide technical assistance to farmers, ranchers and communities
- Implement conservation projects on public and private lands
- Provide workshops and public education opportunities
- Connect Federal, State, local and private funding to implement projects

- Coordinate, support and connect partners to critical resource challenges
- University of California’s UC Agriculture and Natural Resources (UCANR) connects the power of UC research to improve the lives of all Californians, through research and Cooperative Extension in agriculture, natural resources, nutrition, economic and youth development. Its mission is to improve the lives of all Californians.

UCANR serves the people of California by:

- Promoting economic prosperity
 - Developing a qualified workforce
 - Safeguarding abundant and healthy food for all
 - Protecting California’s natural resources
 - Building climate-resilient communities and ecosystems
 - Promoting healthy people and communities
 - Developing an inclusive and equitable society
- The Natural Resources Conservation Service (NRCS) draws on a long history of helping people help the land.
 - NRCS works in close partnerships with farmers and ranchers, local and state governments, and other federal agencies to maintain healthy and productive working landscapes.
 - NRCS is a source of interdisciplinary technical expertise for natural resource conservation and provides this assistance to landowners and communities in every county in California.

The Parties will work to address conservation priorities through joint and individual actions. The agency contacts (as identified below), or their designees, will meet at least annually to review performance under this MOA, and provide recommendations as appropriate.

AGENCY/ORGANIZATION CONTACTS

California Department of Food and Agriculture:	Karen Ross Secretary 1220 N Street Sacramento, CA 95814 Telephone: (916) 654-0433 Email: secretary.ross@cdfa.ca.gov
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California Association of Resource Conservation Districts	Donald Butz CARCD Board President 801 K Street, MS 14-15 Sacramento, CA 95814 Telephone: (916) 457-7904
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Email: dbutz@lakesidefire.com

UC Agriculture and
Natural Resources:

Glenda Humiston
Vice President
1111 Franklin Street
Oakland, CA 94607
Telephone: 510-987-0716
Email: glenda.humiston@ucop.edu

NRCS:

Carlos Suarez
State Conservationist
430 G Street
Davis, CA 95616
Telephone: (530) 792-5600
Email: carlos.suarez2@usda.gov

IV. AUTHORITIES

This MOA is entered into in accordance with the following laws and organizational policies:

- A. The Department of Agriculture Reorganization Act of 1994, Public Law 103-354, 7 U.S. C. 6901-7014.
- B. Secretary's Memorandum 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.
- C. Soil Conservation and Domestic Allotment Act, Public Law 74-461, 16 U.S.C. 590, as amended (16 U.S.C. 590a, et seq.).
- D. Section 1242(d) of the Food Security Act of 1985, 16 USC 3842(d).
- E. Morrill Land-Grant Acts of 1862, Public law 37-130, 12 Stat. 503, later codified as 7 U.S.C. ch. 13 § 301 et seq, as amended.
- F. 1868 Organic Act to Create and Organize the University of California: Chapter 244
- G. Hatch Act of 1887, Public law 49-314, 7 U.S.C. ch. 14 § 361a et seq, as amended.
- H. California Education Code, EDC § 92142, Authorize UC to support agricultural experiment stations.
- I. Smith-Lever Act of 1914, Public law 63-95, 7 U.S.C. ch. 13 § 341, as amended.

V. GENERAL PROVISIONS

- A. This MOA takes effect upon the signatures of the Parties and remains in effect for five years from the latest date of execution. In the event of termination by one of the parties, the other parties will continue the MOA between them.

- B. This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.
- C. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. It specifically does not commit any agency activities beyond the scope of its mission and authorities under its organic statutes.
- D. The California Department of Food and Agriculture, California Association of Resource Conservation Districts, University of California Agriculture and Natural Resources, and the United States Department of Agriculture Natural Resources Conservation Service and their respective officials will handle their own activities and utilize their own resources, including expenditures of their own funds, in pursuing the purposes of this MOA. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. Nothing in this MOA shall obligate California Department of Food and Agriculture, California Association of Resource Conservation Districts, University of California Agriculture and Natural Resources, or the United States Department of Agriculture Natural Resources Conservation Service to expend or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- F. Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U. S. C. 552).
- G. All activities and programs, conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15.3, Subpart A), which provide that no person in the United State shall on the grounds of race, color, national origin, age, sex,

religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination from USDA or any agency thereof.

- H. All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

VI. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.

Karen Ross Digitally signed by Karen Ross
Date: 2022.11.28 11:33:24 -08'00'

Karen Ross Secretary California Department Food and Agriculture Date

Donald H. Butz Digitally signed by Donald H. Butz
Date: 2022.11.24 09:32:42 -08'00'

Donald Butz President California Association of Conservation District Association Date

Glenda Humiston Digitally signed by Glenda Humiston
Date: 2022.11.29 17:33:36 -08'00'

Glenda Humiston Vice President UC Agriculture and Natural Resources Date

CARLOS SUAREZ OLIVA Digitally signed by CARLOS SUAREZ OLIVA
Date: 2022.11.21 16:32:27 -08'00'

Carlos Suarez State Conservationist Natural Resources Conservation Service Date

Other organization(s), if applicable Date

MEMORANDUM OF AGREEMENT
BETWEEN THE
United States Department of Agriculture, Natural Resources Conservation Service
AND
San Mateo Resource Conservation District, State of California
AND THE
California Association of Resource Conservation Districts

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (hereafter referred to as NRCS) and the San Mateo Resource Conservation District (hereafter referred to as Resource Conservation District), and the California Association of Resource Conservation Districts.

The NRCS and San Mateo Resource Conservation District (referred to jointly as the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Recognizing conservation planning as foundational to our work and working together to meet the conservation planning assistance needs of our cooperatives/customers.
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Continuing and broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach with landowners as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. BACKGROUND

The NRCS and San Mateo Resource Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to “helping people help the land.” It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS’s approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, their natural resource conditions, and their communities.

The first Conservation District was established in 1937 to provide local leadership in natural resources management. Resource Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering conservation technical assistance and funding to their respective communities.

III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the San Mateo Resource Conservation District coordinates and implements locally led conservation plans because of to their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and other stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning under the authority of the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts and demands. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this Section of the MOA. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOA does not commit either party to activities beyond the scope of its respective mission and statutory authorities.

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by funding. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results:

As funding and other resources allow, the Resource Conservation District agrees to:

- Assist NRCS in promoting USDA programs by participating in outreach and community education activities.
- Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county agricultural commissioners, and other key stakeholders apprised of District conservation activities.
- Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C to encourage public participation.
- ❖ Refer to MOA Attachments, Appendix B, which is a full text of 7 CFR 610, Part C and available upon request. The language for the State Technical Committee authorized by 7 CFR 610, Part C may change, in the future, with a new farm bill. To see the latest State Technical Committee authorization, go to:

<https://www.law.cornell.edu/cfr/text/7/part-610/subpart-C>
*Legal Information Institute; Electronic Code of Federal Regulations; Title 7. Agriculture; Subtitle B. Regulations for the Department of Agriculture; Chapter VI NRCS, Subpart B, Conservation Programs; NRCS 7 CFR Subpart C-State Technical **Committees**.*

- Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved communities.
- Open local working group meetings to the public and provide public notice of meetings to federal, state, Tribal entities, local agencies and community stakeholders, including using Tribal publications if they exist in the district, including historical lands.
- Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
- Develop and file local working group meeting records at the local NRCS office within 30 calendar days of the meetings.
- Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy, Title 440, Part 500 - Conservation Programs Manual, Locally Led Conservation.
 - ❖ Refer to MOA Attachments, Appendix C, which is a full text of Title 440, Part 500- Conservation Programs Manual: Locally Led Conservation and is available upon request. Title 440, Part 500 -Conservation Programs Manual, Locally Led Conservation may be revised in the future. To see the latest Title 440, Part 500 - Conservation Programs Manual, Locally Led Conservation go to:

<https://directives.sc.egov.usda.gov/RollupViewer.aspx?hid=27712>

- Develop a conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a basis for making decisions about local priorities or policies in all local conservation programs.
- Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.
- Develop a Long-Range Plan every three (3) to five (5) years and an Annual Plan of Work and/or Plan of Operations each year, or as specified in state statute. These documents must incorporate local and community inputs.
- Identify NRCS program resources, develop and implement conservation plans and work with NRCS to evaluate/measure the technical and community impacts.
- Update NRCS on conservation activities of local and state advisory committees and community groups attended by resource conservation district board members and staff.
- Cooperate and collaborate across other resource conservation districts, as appropriate and as permitted by state statute.

NRCS agrees to:

- Support outreach activities and ensure the Resource Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Resource Conservation District.
- Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
 - Designate a NRCS representative to participate in Resource Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Resource Conservation District be unable or unwilling to.
 - Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- Respond to requests from the Resource Conservation District for technical guidance and assistance.

- Partner with local and Tribal entities and agencies, as well as community groups where possible, to further Resource Conservation District natural resource conservation goals and objectives.
- Attempt to align program priorities within the resource conservation district with the natural resource concerns identified by the local working group.
- Provide an annual summary of NRCS accomplishments to the Resource Conservation District.
- Work with resource conservation districts to identify NRCS program resources, develop and implement conservation practices/plans and to measure the technical and community outcomes of conservation efforts.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

The Resource Conservation District agrees to:

- Adhere to Federal, State, Local, and Tribal laws and regulations.
- Utilize NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and/or other science-based technical standards as applicable to the local conservation priorities and activities.
- Leverage and promote use of USDA technologies and software applications, as appropriate.
- When implementing NRCS conservation practices on behalf of, or in partnership with NRCS, assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.
- As funding and other resources allow, participate in local, state, and national opportunities for policy, program, and project development.

NRCS agrees to:

- Develop, update, and disseminate technical standards, policies, and procedures.
- Seek input and comment from communities on natural resource conservation policies and issues.
- Inform the Resource Conservation District and communities when pending NRCS statutes, laws, regulations, policies, or procedures may have a significant impact on the community.
- Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- Evaluate non-NRCS employees and assign job approval authority in accordance with NRCS policy and consistent with State laws when districts are implementing NRCS conservation practices in partnership with, or on behalf of, NRCS.
- Provide engineering job approval, when Resource Conservation Districts are implementing NRCS conservation practices in partnership with, or on behalf of NRCS, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Provide conservation planning certification for Resource Conservation District employees, as requested, and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Create and promote opportunities for the Resource Conservation District board members and staff to participate in NRCS policy, program, and project development.

- Provide technical or other training for Resource Conservation District employees in conjunction with its own training, or as separate events. Training must be consistent with and in support of NRCS's mission objectives. As such, the principal emphasis will be on the support and delivery of field-based conservation technical assistance.

C. California Association of Resource Conservation Districts (CARCD)

The California Association of Resource Conservation Districts (CARCD) serves as a strong advocate, technical resource, and partner to RCDs in achieving the vision for the RCD field. CARCD builds the network and local impact of RCDs in California, strengthening locally-led conservation and stewardship of natural and agricultural resources. CARCD believes Resource Conservation Districts have greater impact working collectively than working alone and a strong State Association provides a powerful voice for their needs.

CARCD agrees to:

- Participate in State level work groups, committees, and public venues to educate partners and funders about the critical role RCDs play across communities in California.
- Work with State and Federal Agencies to define the potential for CARCD to serve as lead funding recipient in a model where partnerships with one or more RCDs will enhance strategic or program outcomes.
- Develop tools for all RCDs that want to explore the potential for greater conservation involvement and input to conservation efforts.
- Conduct surveys as needed of RCDs to identify partnership needs.
- Plan and host a state-wide Annual Conference with content driven by the conservation needs of California.
- Identify existing resources (NACD, CSDA, NRCS) for webinars and trainings focused on conservation.
- Host an online RCD-exchange portal to include an RCD directory, event calendar, communication and capacity building tools, message boards, and a Resource Library for all RCDs to provide information that can be posted.
- Develop management training series to build the capacity and competencies of District Managers to implement local conservation priorities and chair local work group meetings.
- Develop a board training series to support board effectiveness.
- Provide targeted support to regional networks.
- Develop and disseminate tools for engagement and relationship-building with government decision-makers.

D. Data and Information Sharing

Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552). Cooperators providing technical or financial assistance under USDA programs may have access to information that must not be subsequently disclosed and may only be used for the purpose of providing that assistance. The parties also acknowledge that resource conservation districts are subject to the California Public Records Act.

See Appendix A, "ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS." The signatory agrees to abide by these requirements as a condition of receiving access to such information.

IV. GENERAL PROVISIONS

A. Period of Performance

This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the parties may terminate this MOA with a 60-day written notice to the other.

This state-level MOA may be supplemented by a local-level MOA, if desired and mutually agreed to by the parties. The local-level MOA reflects locally developed detailed working arrangements, to include NRCS's and Resource Conservation District's Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific goals and objectives, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:

- Office spaces and equipment/supplies
- Vehicles and associated expenses (e.g., fuel, maintenance)
- Computers, software, and technical equipment

The transfer of funding or other resources of value among the Parties requires execution of a separate agreement. The appropriate instruments include:

- Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose authorized by law of the United States.
- Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
- Reimbursable Agreement (31 USC 686; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.

All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.

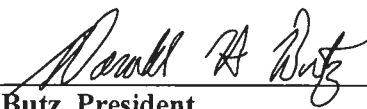
All activities, funded by the NRCS, shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

V. SIGNATURES

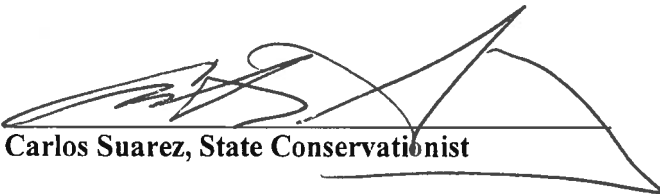
SAN MATEO RESOURCE CONSERVATION DISTRICT

Signature:  _____ Date: 02/20/2020
Barbara Kossy, President

CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS

 _____ Date: 5/18/2020
Don Butz, President

USDA NATURAL RESOURCES CONSERVATION SERVICE

 _____ Date: 5/21/20
Carlos Suarez, State Conservationist

Appendix A

Acknowledgement of Requirements for Protection of Privacy of Personal and Geospatial Information Relating to Natural Resources Conservation Service Programs

SEC. 1619. INFORMATION GATHERING. (Appendix C – Section 1619 of the 2008 Farm Bill)

- (a) GEOSPATIAL SYSTEMS. — The Secretary shall ensure that all the geospatial data of the agencies of the
(b) Department of Agriculture are portable and standardized.

(b) LIMITATION ON DISCLOSURES. —

(1) DEFINITION OF AGRICULTURAL OPERATION. — In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) PROHIBITION. — Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

- (A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or
(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) AUTHORIZED DISCLOSURES. —

(A) LIMITED RELEASE OF INFORMATION. — If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

- (i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or
(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

(4) EXCEPTIONS. — Nothing in this subsection affects—

- (A) the disclosure of payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law;
(B) the disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—
(i) individual owner, operator, or producer; or
(ii) specific data gathering site; or
(C) the disclosure of information described in paragraph (2) pursuant to the consent of the agricultural producer or owner of agricultural land.

(5) CONDITION OF OTHER PROGRAMS. — The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph

(6) WAIVER OF PRIVILEGE OR PROTECTION. — The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.

MEMORANDUM OF AGREEMENT

BETWEEN THE

THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE,

THE CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS,

THE UNIVERSITY OF CALIFORNIA AGRICULTURE AND NATURAL RESOURCES,

AND

THE UNITED STATES DEPARTMENT OF AGRICULTURE/

NATURAL RESOURCES CONSERVATION SERVICE - N0622MOU0012461

This Memorandum of Agreement (MOA) is made and entered into by and between California Department of Food and Agriculture (CDFA), California Association of Resource Conservation Districts (CARCD), The Regents of the University of California on behalf of its University of California Agriculture and Natural Resources (UC ANR), and the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), hereinafter referred to as “the Parties.” The effort will hereafter be referred to as the California Conservation Planning Partnership.

I. PURPOSE

The purpose of this MOA is to encourage strong partnerships as well as to strengthen cooperation among the Parties that result in coordinated interagency delivery of conservation assistance to private landowners and others and to sustain the health, diversity, and productivity of the California’s natural resources. The Parties’ vision is to collectively have greater impact on resource protection and to accelerate conservation on the ground. The Parties share a long-term commitment to the federal/state/local government conservation delivery system to help private landowners, communities, and others conserve natural resources across California. To make the vision a reality, the partnership will support locally led efforts that result in voluntary decisions of agricultural producers, forest managers, and Tribes to conserve natural resources, applying solutions that are practical, economical, customized to specific needs of our customers and communities served, and beneficial to the environment. The Parties agree that providing science-based technical assistance on natural working lands will play a key role in enabling the creation and implementation of these solutions. As a partnership, we will put quality first, enable people to make sound conservation decisions, demonstrate professionalism and dedication, and strive for continuous improvement.

Shared Values

The Parties are committed to the following values:

- Voluntary approach to conservation.
- Recognize the value of providing science-based technical assistance. The Parties have confidence agricultural producers, forest managers, and Tribes will make and implement sound decisions if they understand their resources, natural resource concerns and opportunities, and the effects of their decisions.
- Recognize the important role of natural and working lands and their significant contribution to the environmental and economic health in California.
- Meeting customer needs. The Parties recognize that agricultural producers, forest managers, and Tribes are key customers for our programs and services and will collaborate to make it as easy as possible for customers to utilize services and programs. The Parties strive to serve all customers with an emphasis on Tribes and historically underserved producers and land managers, making sure all are aware of opportunities and have equal access to services and programs. “Historically underserved” includes beginning farmers and ranchers, organic, small-scale, urban garden, micro-farm, community agriculture, limited resource, and socially disadvantaged producers, and others.

II. BACKGROUND

The Parties recognize the importance of natural resources, sound resource conservation development, and the wise use and management of these natural resources. In addition, the Parties recognize the importance of working with NRCS due to its broad strategic assessment and planning authority, and the importance of the Soil and Water Resources Conservation Act of 1977 (RCA), for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that our state’s resources are finite and under increasing pressure from a variety of impacts. The conservation of soil, water, air, plant, animal, and energy resources will all be addressed under the programs, initiatives, and partnership efforts of the Parties.

The NRCS has federal responsibility for conservation of our Nation’s private lands which recognizes that the wastage of soil and moisture resources on farm, grazing, and forestland is a menace to the national welfare. Congress directed Secretary of Agriculture the creation of Soil Conservation Service (currently called the Natural Resources Conservation

Service) as permanent Agency is USDA. NRCS has a vested interest in working with other partners to jointly carry out this charge using the voluntary conservation planning process as a framework.

The State of California has a strong commitment to its resources and recognizes the great challenge of keeping natural resources, the economy, and communities strong for its people and future generations. The State of California recognizes the importance of federal agencies, state agencies, local agencies, and other organizations working towards these collective goals. The Food and Agricultural Code enacted by Stats. 1967, Ch. 15 provides the California Department of Food and Agriculture authority to promote and protect the agriculture industry of the state for the protection of the public health, safety, and welfare.

The University of California (UC) is part of the nation's Land-Grant University System established by the Morrill Act of 1862. UC's federally-mandated mission of agricultural research, extension and public service is fulfilled by UC ANR – a statewide entity comprised of the Agricultural Experiment Station (established by the Hatch Act of 1887), Cooperative Extension (established by the Smith-Lever Act of 1914), nine Research and Extension Centers, two Institutes and several Statewide Programs. UC ANR develops knowledge and practical information in agricultural, natural, and human resources, conducts research and outreach aimed at transforming basic scientific knowledge into new practices and technologies, identifies current and emerging problems, and promotes the use of pertinent research-based findings and practices to best serve California's needs.

California RCDs have a strong commitment to – and deep experience with – implementing and providing technical assistance and implementation support of locally-led community driven conservation projects that meet local needs on public and private lands. Maintaining deep connections to local stakeholders, especially farmers and ranchers, RCDs are on-the-ground partners informed by local knowledge and are an essential component of the locally-led conservation equation.

Therefore, the Parties sees this partnership as an important tool to help California meet its resource conservation goals. The Parties recognize by working together, they can pool resources and have more impact on addressing natural resource issues such as water quality, drought resiliency, healthy forests, healthy soils, and the existential threat of climate change.

Opportunities the Parties will address include, but are not limited to:

A. Equity in Delivery of Technical Assistance

The Parties recognize Tribes and historically underserved producers may not have had equal access to conservation technical assistance and subsequent funding opportunities, and that technical assistance is a critical gateway to programs. Interagency collaboration to address equity is needed. The Parties will seek input and guidance on challenges and barriers to participation. Furthermore, the Parties will increase opportunities for guidance by Tribes and historically underserved producers to ensure that services and programs can be tailored to fit their needs, and that Traditional Ecological Knowledge / Indigenous Stewardship Methods and practices are valued and recognized components of these service and program offerings. The Parties will consider setting aside funding or prioritizing services and programs for Tribes and historically underserved groups, with input and guidance from these groups. Through these processes of engagement, the Parties seek to build stronger partnerships with Tribes and historically underserved producers that will lead to increased participation in services and programs concerning the implementation of conservation practices.

B. Conservation Innovation and Practice Adoption

The Parties recognize the importance of accelerating conservation research and having it accessible to agricultural producers, forest managers, and Tribes. Therefore, it is mutually beneficial for the Parties to collaborate to create a process to identify research needs, validate outcomes, provide access to new conservation practices, and evaluate those practices for effectiveness and on a cost-benefit basis. Similarly, there is a need to evaluate and continually update existing conservation practices and look for ways to increase adoption.

C. Coordination

To increase accessibility of services and programs for agricultural producers, forest managers, and Tribes, the Parties will strive for consistency and complementarity of programs offered. The Parties will work together to streamline and coordinate services to prioritize customers' experience. The Parties will be knowledgeable of each other's offerings and services, which will become better known and available to the agricultural and forestry communities.

Recognizing there are inherent statutory and programmatic differences, the Parties will strive to coordinate services and programs including but not limited to outreach, technical standards, payment rates, training resources, and sharable databases, contacts, processes, and other mutually beneficial items. When feasible, the Parties will prioritize technical assistance coordination based on equity impacts and implement changes that would increase participation in services for Tribes and historically underserved groups.

D. Technical Capacity

The Parties recognize the importance of having strong and consistent technical capacity at the federal, state, and local levels to better deliver assistance. Furthermore, the Parties identified training as a key area for collaboration with the goal of building consistent technical capacity at all levels.

Training Collaboration Objectives:

- Build a strong foundation of technical and delivery skills.
- Ensure needed technical knowledge and support are readily available.
- Build a strong mutually supportive network of personnel with technical expertise that continues to expand as needs emerge.

E. Maintain Consistent Locally Led Technical Assistance

The Parties recognize that building stable relationships and establishing trust with agricultural producers, forest managers, and Tribes are critical to the successful implementation of conservation practices. Locally led conservation, through the Local Work Group as identified in the Farm Bill legislation, requires involving community stakeholders in identification and prioritization of natural resource concerns, natural resource planning, implementation of solutions, and evaluation of results. Whenever possible, the Parties will collectively support a constant and consistent local presence and offer services and programs culturally relevant to the community. The Parties will strive to share resources when feasible and work together to ensure there is capacity to deliver technical assistance locally. The Parties will pursue joint programs for funding, when feasible, to support these fundamental staffing requirements.

F. Collective Impact and Communication

To increase awareness, stories, opportunities, and technical resources will be promoted within the Parties' organization and to the public. The Parties recognize that amplified outreach will encourage participation and improve comprehension of the available services.

III. ROLES AND RESPONSIBILITIES

This MOA commits the Parties to increase cooperation within the State of California to ensure coordinated, efficient, and effective delivery of conservation assistance. The actions taken under this MOA are expected to enable the Parties to accomplish their individual and collective conservation missions and goals in a strategic approach with improved outcomes.

The Parties recognize the unique and complementary role that each Party brings to the partnership:

- The California Department of Food and Agriculture was established to serve the citizens of California by promoting and protecting a safe, healthy food supply, and enhancing local and global agricultural trade, through efficient management, innovation, and sound science, with a commitment to environmental stewardship. To be recognized as the most highly respected agricultural agency in the world, CDFA will:
 - Ensure that only safe and quality food reaches the consumer
 - Protect against invasion of exotic pests and diseases
 - Promote California agriculture and food products both at home and abroad
 - Ensure an equitable and orderly marketplace for California's agricultural products
 - Build coalitions supporting the state's agricultural infrastructure to meet evolving industry needs
- Resource Conservation Districts are a community-driven source of conservation. They support and implement locally driven conservation on private and public lands and support their communities in conservation and agriculture.

RCDs:

- Provide technical assistance to farmers, ranchers and communities
- Implement conservation projects on public and private lands
- Provide workshops and public education opportunities
- Connect Federal, State, local and private funding to implement projects

- Coordinate, support and connect partners to critical resource challenges
- University of California’s UC Agriculture and Natural Resources (UCANR) connects the power of UC research to improve the lives of all Californians, through research and Cooperative Extension in agriculture, natural resources, nutrition, economic and youth development. Its mission is to improve the lives of all Californians.

UCANR serves the people of California by:

- Promoting economic prosperity
 - Developing a qualified workforce
 - Safeguarding abundant and healthy food for all
 - Protecting California’s natural resources
 - Building climate-resilient communities and ecosystems
 - Promoting healthy people and communities
 - Developing an inclusive and equitable society
- The Natural Resources Conservation Service (NRCS) draws on a long history of helping people help the land.
 - NRCS works in close partnerships with farmers and ranchers, local and state governments, and other federal agencies to maintain healthy and productive working landscapes.
 - NRCS is a source of interdisciplinary technical expertise for natural resource conservation and provides this assistance to landowners and communities in every county in California.

The Parties will work to address conservation priorities through joint and individual actions. The agency contacts (as identified below), or their designees, will meet at least annually to review performance under this MOA, and provide recommendations as appropriate.

AGENCY/ORGANIZATION CONTACTS

California Department of Food and Agriculture:	Karen Ross Secretary 1220 N Street Sacramento, CA 95814 Telephone: (916) 654-0433 Email: secretary.ross@cdfa.ca.gov
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California Association of Resource Conservation Districts	Donald Butz CARCD Board President 801 K Street, MS 14-15 Sacramento, CA 95814 Telephone: (916) 457-7904
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UC Agriculture and
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NRCS:

Carlos Suarez
State Conservationist
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Davis, CA 95616
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IV. AUTHORITIES

This MOA is entered into in accordance with the following laws and organizational policies:

- A. The Department of Agriculture Reorganization Act of 1994, Public Law 103-354, 7 U.S. C. 6901-7014.
- B. Secretary's Memorandum 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.
- C. Soil Conservation and Domestic Allotment Act, Public Law 74-461, 16 U.S.C. 590, as amended (16 U.S.C. 590a, et seq.).
- D. Section 1242(d) of the Food Security Act of 1985, 16 USC 3842(d).
- E. Morrill Land-Grant Acts of 1862, Public law 37-130, 12 Stat. 503, later codified as 7 U.S.C. ch. 13 § 301 et seq, as amended.
- F. 1868 Organic Act to Create and Organize the University of California: Chapter 244
- G. Hatch Act of 1887, Public law 49-314, 7 U.S.C. ch. 14 § 361a et seq, as amended.
- H. California Education Code, EDC § 92142, Authorize UC to support agricultural experiment stations.
- I. Smith-Lever Act of 1914, Public law 63-95, 7 U.S.C. ch. 13 § 341, as amended.

V. GENERAL PROVISIONS

- A. This MOA takes effect upon the signatures of the Parties and remains in effect for five years from the latest date of execution. In the event of termination by one of the parties, the other parties will continue the MOA between them.

- B. This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.
- C. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. It specifically does not commit any agency activities beyond the scope of its mission and authorities under its organic statutes.
- D. The California Department of Food and Agriculture, California Association of Resource Conservation Districts, University of California Agriculture and Natural Resources, and the United States Department of Agriculture Natural Resources Conservation Service and their respective officials will handle their own activities and utilize their own resources, including expenditures of their own funds, in pursuing the purposes of this MOA. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. Nothing in this MOA shall obligate California Department of Food and Agriculture, California Association of Resource Conservation Districts, University of California Agriculture and Natural Resources, or the United States Department of Agriculture Natural Resources Conservation Service to expend or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- F. Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U. S. C. 552).
- G. All activities and programs, conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15.3, Subpart A), which provide that no person in the United State shall on the grounds of race, color, national origin, age, sex,

religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination from USDA or any agency thereof.

- H. All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

VI. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.

Karen Ross Digitally signed by Karen Ross
Date: 2022.11.28 11:33:24 -08'00'

Karen Ross Secretary California Department Food and Agriculture Date

Donald H. Butz Digitally signed by Donald H. Butz
Date: 2022.11.24 09:32:42 -08'00'

Donald Butz President California Association of Conservation District Association Date

Glenda Humiston Digitally signed by Glenda Humiston
Date: 2022.11.29 17:33:36 -08'00'

Glenda Humiston Vice President UC Agriculture and Natural Resources Date

CARLOS SUAREZ OLIVA Digitally signed by CARLOS SUAREZ OLIVA
Date: 2022.11.21 16:32:27 -08'00'

Carlos Suarez State Conservationist Natural Resources Conservation Service Date

Other organization(s), if applicable Date