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

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

### REGULAR BOARD MEETING AGENDA

Wednesday, May 10, 2023, 12:30PM

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

<u>Land Acknowledgement Statement:</u> Since time immemorial, the San Diego County region has been the home of the Kumeyaay, Luiseño, Cahuilla, and Cupeño Native people. We acknowledge that people have come before us and lived with care and respect on these lands. We recognize that we are now on the lands of these indigenous people who are still here and will always be. We honor the Indigenous people living today as well as their ancestors, and we deeply respect their resilience and connection to the land.

### 1. CALL TO ORDER, INTRODUCTION

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

#### 3. PUBLIC COMMENT

Public may comment on agenda items when they are discussed. Speakers are asked to limit comments to three minutes. (Gov. Code 54954.3(a)).

#### 4. CONSENT CALENDAR

- **4-1** Approval of Regular Meeting Minutes of April 12, 2023
- 4-2 Note and file monthly Treasurer's Reports for March 2023
- 4-3 Approve monthly expenses for March 2023

### 5. BOARD ACTION AND DISCUSSION ITEMS

- **5-1** Discuss/Approve: Preliminary budget for 2023-24
- 5-2 Discuss/Approve: Revised Staff Handbook
- **5-3** Discuss/Approve: Resolution 2023-05 CDFA Conservation Agriculture Planning Grants Program agreement
- **5-4** Discuss: Creating an RCD salary scale
- 5-5 Discuss/Approve: MOU for collaboration with the Southern CA RFFC group
- 5-6 Discuss/Approve: Quotes to repair damaged concrete at RCD Lakeside facility

#### 6. STAFF AND OTHER REPORTS

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

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

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

#### 8. CLOSED SESSION

## 8-1 PUBLIC EMPLOYEE EVALUATION – Government Code Section 54957

Title: Executive Director Evaluation

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

### 9. AGENDA SETTING

## 10. ADJOURNMENT

**Public Notice:** In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the RCD at (619) 562-0096. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.

UPCOMING EVENTS			
RCD Board Meeting	Wednesday, June 14, 12:30pm		
FSC Executive & General Board Meetings	July 13, 2023, 10:30am		
Wild Willow Farm Volunteering	2 <sup>nd</sup> Saturday of the month, 9:30 – 12:00	Wild Willow Farm	

# RCD Board of Directors - April 2023

#### Don Butz, President

Marilyn Huntamer, Vice President Maggie Sleeper, Director Diane Moss, Director Neil Meyer, Director Odette Gonzalez, Treasurer One Vacancy

Associate Directors

D.K. Nasland, Jo MacKenzie, Lance Rogers, Michael McGrath

RCD STAFF - April 2023				
Ann Baldridge, Executive Director	Heather Marlow, Director of Forestry & Fire Prevention Projects			
Chris Kelley, Financial Director	Gregg Cady, Farm Conservation Advisor			
Morgan Graves, Forestry & Fire Prevention Projects Coordinator	Stan Hill, Forestry & Fire Prevention Projects Manager			
Sierra Reiss, Education Coordinator	Andy Williamson, Irrigation Technician			
Rachel Lloyd, Accounting Clerk	Joel Kramer, Agricultural Specialist			
Joanne Sauerman, Office Coordinator	Cheyanne Piacenza, Assistant Farm Manager			
Erik Rodriguez, Farmer II	Joannaluz "Joanna" Parra, Farmer			
Juliann "JJ" Tidwell, Farmer	Paul Maschka, Regenerative Farming Educator			
Codi Hale, Outreach Coordinator	Kim Hanson, Farm Field Trip & Volunteer Coordinator			
Elizabeth Garcia, Ag Technician	Ashleyann Bacay – Grizzly Corps Fellow			
Daniela Mejia, Community Garden Coordinator	Carolina Guia, Grizzly Corps Fellow			

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# MEETING MINUTES OF THE RCD BOARD OF DIRECTORS Wednesday, April 12, 2023, 12:30PM

**DIRECTORS PRESENT:** Odette Gonzalez, Maggie Sleeper, Neil Meyer, Diane Moss

**DIRECTORS ABSENT:** Don Butz, Marilyn Huntamer

VACANCIES: One

**ASSOC. DIRECTORS PRESENT:** Mike McGrath

**ASSOC. DIRECTORS ABSENT:** DK Nasland, Lance Rogers

OTHERS PRESENT: Ann Baldridge, Chris Kelley, Steve Boehmer, Joanne Sauerman, Bill

Willis, David Huntamer

<u>Land Acknowledgement Statement:</u> Since time immemorial, the San Diego County region has been the home of the Kumeyaay, Luiseño, Cahuilla, and Cupeño Native people. We acknowledge that people have come before us and lived with care and respect on these lands. We recognize that we are now on the lands of these indigenous people who are still here and will always be. We honor the Indigenous people living today as well as their ancestors, and we deeply respect their resilience and connection to the land.

# 1. CALL TO ORDER, DETERMINATION OF A QUORUM, INTRODUCTIONS

The Board meeting was called to order at 12:36 PM Mike McGrath entered room at 12:43 PM

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

- -Requested to move item 6-3 Staff Report by Joel Kramer to after Consent Calendar
- -Advised Item # 5.3 be rescheduled to May Calendar Motion to approve (Moss/Sleeper)

#### 3. PUBLIC COMMENT

Public may comment on agenda items when they are discussed. Speakers are asked to limit comments to three minutes.

Barry Willis spoke to encourage the Board to vote for his Reelection as Regular Special District Member on the LAFCO Commission.

#### 4. CONSENT CALENDAR

- **4-1** Approval of Regular Meeting Minutes of March 12, 2023.
- **4-2** Note and file monthly Treasurer's Reports for February 2023.
- 4-3 Approve monthly expenses for February 2023.

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

# 5. BOARD ACTION AND DISCUSSION ITEMS

- 5-1 Discuss / Approve: LAFCO ballot Election to Regular and Alternate Special District on LAFCO commission. Approved ballot decision for Barry Willis /David Drake: Motion to approve (Sleeper/Moss), passed unanimously: Gonzalez, Meyer, Sleeper, Moss; Absent: Butz, Huntamer
- 5-2 Discuss/Approve: LAFCO ballot San Diego County Consolidated Redevelopment Oversight Board. Motion to vote for Timothy Robles approved (Sleeper/Meyer) passed unanimously: Gonzalez, Meyer, Sleeper, Moss; Absent: Butz, Huntamer
- 5-3 Discuss/Approve: Preliminary budget for 2023-24 Postponed to May Calendar
- 5-4 Discuss/Approve: RCD support of AB 388- Motion to approve (Sleeper/Moss) passed unanimously: Gonzalez, Meyer, Sleeper, Moss; Absent: Butz, Huntamer

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

- 5-5 Discuss/Approve: Resolution 2023-4: Addendum to USLRRCD MOU regarding pollinator habitat work. Motion to approve (Meyer/Gonzalez) passed unanimously: Gonzalez, Meyer, Sleeper, Moss; Absent: Butz, Huntamer
- 5-6 Discuss/Approve: RCD Board grant authority to Board President, Legal Counsel, and Executive Director to finalize a Master MOU to guide collaboration between the three San Diego County RCDs. The final contract will be brought to the Board for approval and ratification. Discussed and direction given.
- 5-7 Discuss/Approve: New Education Manager position. Motion to approve (Sleeper/Moss) passed unanimously: Gonzalez, Meyer, Sleeper, Moss; Absent: Butz, Huntamer

#### 6. STAFF AND OTHER REPORTS

- **6-1** Executive Director's report
- **6-2** Grant status Spreadsheets
- **6-3** Staff report: SALC Policy Joel Kramer update presentation

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

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

#### 8. CLOSED SESSION

**8-1** PUBLIC EMPLOYEE EVALUATION – Government Code Section 54957

Title: Executive Director Evaluation

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

Closed session: No items

# 9. AGENDA SETTING:

Janne & Sanema

**10. ADJOURNMENT** Meeting adjourned: 2:12 PM

Respectfully submitted,

Joanne Sauerman

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

nany Income/Evnence	Jul - Mar 2023	Budget	\$ Over Budget	% of Budg
nary Income/Expense Income				
40000 · Grant Income Restricted				
40041 · CDFA TA HSP	23,507.38	25,341.11	-1,833.73	92
40042 · CDFA CUSP Economic Relief Grant	17,063.65	41,245.50	-24,181.85	41
40043 · CDFA WETA	49,796.30	136,000.00	-86,203.70	36
40045 · CDFA Climate Smart Ag TA	14,720.03	32,521.82	-17,801.79	45
40046 · CDFA Farm to School Incubator	0.00	74,929.60	-74,929.60	4.0
40047 · CDFA Prescribed Grazing	1,381.19	0.00	1,381.19	10 70
40048 · CDFA Cover Cropping 40049 · CARCD Monarchs	38,482.66 6,739.19	54,880.26 10,000.00	-16,397.60 -3,260.81	67
40050 · CARCD WCB	636.84	250,000.00	-249,363.16	07
40051 · DOC RFFC Block Grant	287,993.46	567,744.89	-279,751.43	50
40052 · DOC SALC	57,502.32	86,951.96	-29,449.64	66
40053 · DOC RFFC Round IIA	665,814.06	1,100,000.00	-434,185.94	60
40055 · CARCD NRCS Equity	5,201.41	22,000.00	-16,798.59	23
40060 · NRCS IERCD	7,903.44	8,500.00	-596.56	92
40065 · NRCS Conservation Planning	46,009.03	55,000.00	-8,990.97	83
40080 · SDRC Fuels	830,265.65	1,792,783.24	-962,517.59	46
40085 · SDRC NACC	123,113.74	379,206.68	-256,092.94	32
40090 · IRWMP Proposition 84	348,290.05	770,000.00	-421,709.95	45
40100 · CARCD NFWF TA	8,099.38	10,000.00	-1,900.62	80
40120 · Port	9,116.38	10,000.00	-883.62	91
40122 · CalFire Forest Health Gran	612,373.17	2,230,873.66	-1,618,500.49	27
40123 · CalFire CARCD Increasing Pace & Scale	61,778.90	128,763.00	-66,984.10	47
40130 · NACD Urban Agriculture Conservation 40140 · SDG&E Pollinators	14,882.99 6,022.86	49,905.90	-35,022.91 -1,477.14	29 80
40145 · SDG&E POIIInators 40145 · SDG&E DSAP	20,000.00	7,500.00 10,000.00	10.000.00	20
40146 · SDG&E Fuels MOU	541,059.97	1,100,000.00	-558,940.03	49
40190 · Tijuanna River Valley Garden	59,981.12	75,000.00	-15,018.88	79
40191 · Sweetwater Community Garden	45,309,59	46,000.00	-690.41	9
40192 · CSA Community Supported Ag	0.00	20,592.00	-20,592.00	
40194 · Wild Willow Farm Classes & Workshops	32,845.95	55,000.00	-22,154.05	59
40195 · Wild Willow Farm Agricultural CSA & Wholesale	32,149.89	65,000.00	-32,850.11	49
40196 · Wild Willow Field Trips & Tours	31,162.50	25,000.00	6,162.50	124
42007 · USFWS Pollinators on Working Lands	4,879.96	10,000.00	-5,120.04	4
42022 · CalFire County Coordinator	14,649.02	58,333.00	-43,683.98	25
42023 · CA FSC Fiscal Sponsorship EFHGFSC	1,180.41	20,000.00	-18,819.59	
Total 40000 · Grant Income Restricted	4,019,912.49	9,329,072.62	-5,309,160.13	43
45000 · Income - Unrestricted				
45010 · Rent - San Diego River Conserva	24,941.00	33,500.00	-8,559.00	74
45020 · Donations, Awards & Scholarship	490.00	500.00	-10.00	9
45025 · WWF Donations	11,757.44	20,000.00	-8,242.56	58
45030 · Rebates and Refunds 45040 · LAIF Interest	430.24 6,980.65	25.00 10,000.00	405.24 -3,019.35	1,720 69
45080 · US Bank Interest	23.92	45.00	-3,019.33	53
45090 · Tax Assessments	292,000.00	379,000.00	-87,000.00	77
45095 · Redevelopment Revenue City Tax	11,071.93	9,000.00	2,071.93	123
45100 · Miscellaneous Income	727.95	25,000.00	-24,272.05	2
45200 · Fee for Service	2,445.92	1,200.00	1,245.92	203
45000 · Income - Unrestricted - Other	0.00	0.00	0.00	200
Total 45000 · Income - Unrestricted	350,869.05	478,270.00	-127,400.95	73
Total Income	4,370,781.54	9,807,342.62	-5,436,561.08	44
Expense	.,,			
50000 · Grant Expenses Restricted				
50041 · CDFA TA HSP	19,130.63	21,117.59	-1,986.96	90
50042 · CDFA CUSP Economic Relief Grant	10,736.51	35,865.65	-25,129.14	29
50043 · CDFA WETA	31,836.64	113,000.00	-81,163.36	28
50045 · CDFA Climate Smart Ag TA	9,319.91	27,101.52	-17,781.61	34
50046 · CDFA Farm to School Incubator	0.00	62,445.50	-62,445.50	
50047 · CDFA Prescribed Grazing	1,255.63	0.00	1,255.63	10
50048 · CDFA Cover Cropping	27,858.63	49,891.15	-22,032.52	55
50049 · CARCD Monarchs	4,184.84	8,333.33	-4,148.49	50
50050 · CARCD WCB	396.08	208,340.00	-207,943.92	(
50051 · DOC Block Grant	226,600.11	473,120.74	-246,520.63	4
50052 · DOC SALC	46,734.95	82,811.39	-36,076.44	56
50053 · DOC RFFC Round IIA	561,516.07	972,246.77	-410,730.70	57
50055 · CARCD NRCS Equity	3,260.97	18,736.00	-15,475.03	17
50056 · CDFA PHP	0.00	0.00	0.00	70
	5,357.59	7,083.33	-1,725.74	75
50060 ⋅ NRCS IERCD		45,833.33	-16,573.73	63
50060 · NRCS IERCD 50065 · NRCS Conservation Planning	29,259.60		-902,724.76	44
50060 · NRCS IERCD 50065 · NRCS Conservation Planning 50080 · SDRC Fuels	727,078.19	1,629,802.95	222 207 25	2.2
50060 · NRCS IERCD 50065 · NRCS Conservation Planning 50080 · SDRC Fuels 50085 · SDRC NACC	727,078.19 112,529.71	344,736.96	-232,207.25 -391.375.74	
50060 · NRCS IERCD 50065 · NRCS Conservation Planning 50080 · SDRC Fuels 50085 · SDRC NACC 50090 · IRWMP Proposition 84	727,078.19 112,529.71 341,957.59	344,736.96 733,333.33	-391,375.74	46
50060 · NRCS IERCD 50065 · NRCS Conservation Planning 50080 · SDRC Fuels 50085 · SDRC NACC 50090 · IRWMP Proposition 84 50100 · CARCD NFWF TA	727,078.19 112,529.71 341,957.59 6,030.88	344,736.96 733,333.33 8,333.33	-391,375.74 -2,302.45	46 72
50060 · NRCS IERCD 50065 · NRCS Conservation Planning 50080 · SDRC Fuels 50085 · SDRC NACC 50090 · IRWMP Proposition 84 50100 · CARCD NFWF TA 50120 · Port	727,078.19 112,529.71 341,957.59 6,030.88 6,177.71	344,736.96 733,333.33 8,333.33 8,333.33	-391,375.74 -2,302.45 -2,155.62	46 72 74
50060 · NRCS IERCD 50065 · NRCS Conservation Planning 50080 · SDRC Fuels 50085 · SDRC NACC 50090 · IRWMP Proposition 84 50100 · CARCD NFWF TA	727,078.19 112,529.71 341,957.59 6,030.88	344,736.96 733,333.33 8,333.33	-391,375.74 -2,302.45	32 46 72 74 27 50

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

50140 · SDG&E Pollinators	4,328.33	6,250.00	-1,921.67	69.25%
50145 · SDG&E DSAP	16,667.60	8,333.33	8,334.27	200.01%
50146 · SDG&E Fuels MOU	451,715.35	916,666.67	-464,951.32	49.28%
50190 · Tijuana River Valley Garden	54,302.67	65,217.39	-10,914.72	83.26%
50191 · Sweetwater Community Garden	45,934.77	43,809.52	2,125.25 -17,160.00	104.85%
50192 · CSA Community Supported Ag 50193 · Parker Foundation F2F	0.00 0.00	17,160.00 0.00	-17,160.00	0.0%
50194 · Wild Willow Farm Classes & Workshops	35,500.68	53,921.59	-18,420.91	65.84%
50195 · Wild Willow Farm Agricultural CSA & Wholesale	107,385.13	97,500.00	9,885.13	110.14%
50196 · Wild Willow Farm Field Trips & Tours	39,802.70	30,000.00	9,802.70	132.68%
52007 · USFWS Pollinators on Working Lands	3,319.22	8,333.33	-5,014.11	39.83%
52022 · CalFire County Coordinator	10,330.45	52,083.00	-41,752.55	19.84%
52023 · CAFSC Fiscal Sponsorship EFHGFSC	1,159.75	20,000.00	-18,840.25	5.8%
Total 50000 · Grant Expenses Restricted				
53000 · Expenses Unrestricted	3,563,774.22	8,328,435.51	-4,764,661.29	42.79%
53005 · Advertising	0.00	5,000.00	-5,000.00	0.0%
53035 · Processing Fees	5,018.35	4,500.00	518.35	111.52%
53040 · Bank Fees	325.23	500.00	-174.77	65.05%
53050 · Depreciation 53060 · Donations, Awards & Scholarship	32,247.00 75.00	48,000.00 15,000.00	-15,753.00 -14,925.00	67.18% 0.5%
53070 · Donations, Awards & Scholarship	3,236.82	10,000.00	-6,763.18	32.37%
53080 · Equipment Leases	2,209.60	3,500.00	-1,290.40	63.13%
53100 · Automobile	_,	_,	_,	
53110 · Fuel	-1,844.23	2,000.00	-3,844.23	-92.21%
53120 · Repairs & Maintenance	5,132.55	3,000.00	2,132.55	171.09%
Total 53100 · Automobile	3,288.32	5,000.00	-1,711.68	65.77%
53900 · Insurance				
53910 · Auto & General Liability	30,899.34	29,000.00	1,899.34	106.55%
53920 · In Leiu of Health Insurance	101,611.00	186,000.00	-84,389.00	54.63%
53930 · Workers Compensation	19,516.68	32,000.00	-12,483.32	60.99%
Total 53900 · Insurance	152,027.02	247,000.00	-94,972.98	61.55%
54000 · Outside Services	6.000.76	45.000.00	0.446.04	45.000/
54010 · Facility Maintenance & Repairs 54020 · Janitorial	6,883.76	15,000.00	-8,116.24	45.89%
54030 · Landscaping	4,768.95 7,175.00	5,500.00 22,500.00	-731.05 -15,325.00	86.71% 31.89%
54040 · Payroll Processing Fees	3,262.65	4,500.00	-1,237.35	72.5%
54050 · Pest Control	8.37	20.00	-11.63	41.85%
54060 · Website & Computer Maintenance	22,312.00	40,000.00	-17,688.00	55.78%
Total 54000 · Outside Services	44,410.73	87,520.00	-43,109.27	50.74%
54070 · Permits & Fees	225.00	100.00	125.00	225.0%
54080 · Postage	189.53	800.00	-610.47	23.69%
54090 · Printing	637.43	1,500.00	-862.57	42.5%
55000 · Professional Services				
55010 · Accounting Fees	0.00	7,500.00	-7,500.00	0.0%
55020 · Legal Fees	24,169.16	25,000.00	-830.84	96.68% 122.92%
55030 · Professional Services - Other	12,292.34	10,000.00	2,292.34	
Total 55000 · Professional Services 57000 · Supplies	36,461.50	42,500.00	-6,038.50	85.79%
57100 · Supplies  57100 · Conservation Garden & Education	4,087.48	6,000.00	-1,912.52	68.13%
57150 · Discretionary Projects	27,646.54	132,000.00	-104,353.46	20.94%
57200 · Office Supplies	5,510.93	9,500.00	-3,989.07	58.01%
57300 · Office General	7,930.49	8,000.00	-69.51	99.13%
Total 57000 · Supplies	45,175.44	155,500.00	-110,324.56	29.05%
59000 · Utilities				
59100 · Gas & Electric	10,037.09	15,000.00	-4,962.91	66.91%
59200 · Sewer	569.58	900.00	-330.42	63.29%
59300 · Trash	3,734.26	5,040.00	-1,305.74	74.09%
59400 · Water	1,791.87	9,000.00	-7,208.13	19.91%
59500 · Telephones	16,248.12	21,000.00	-4,751.88	77.37%
Total 59000 · Utilities	32,380.92	E0 040 00	-18,559.08	62 570/
Total 53000 · Expenses Unrestricted	357,907.89	50,940.00	-319,452.11	63.57% 52.84%
65000 · Travel and Meetings	337,307.03	077,300.00	-319,432.11	32.04/0
65310 · Training	3,417.00	9,000.00	-5,583.00	37.97%
65320 · Travel Transportation & Accomod	13,439.64	12,000.00	1,439.64	112.0%
65330 · Travel Meals	2,495.23	3,500.00	-1,004.77	71.29%
Total 65000 · Travel and Meetings	19,351.87	24,500.00	-5,148.13	78.99%
66000 · Payroll Expenses				
66100 · Gross Payroll	176,463.42	410,000.00	-233,536.58	43.04%
66200 · In Leiu of Social Security 10.5%	31,634.29	43,050.00	-11,415.71	73.48%
66300 · Medicare 1.45%	3,899.43	5,945.00	-2,045.57	65.59%
66400 · FUTA, SDI, ETT, SUI	4,933.22	8,500.00	-3,566.78	58.04%
Total 66000 · Payroll Expenses	216,930.36	467,495.00	-250,564.64	46.4%
Total Expense	4,157,964.34	9,497,790.51	-5,339,826.17	43.78%
Net Ordinary Income	212,817.20	309,552.11	-96,734.91	68.75%
et Income	212,817.20	309,552.11	-96,734.91	68.75%

Net Income

# RCD of Greater San Diego County Balance Sheet As of March 31, 2023

	3/31/2023
ASSETS	
Current Assets	
Checking/Savings	
10000 · US Bank Checking	103,241.95
10020 · Petty Cash	400.00
10030 · LAIF	1,932,836.32
Total Checking/Savings	2,036,478.27
Accounts Receivable	
12000 · Accounts Receivable	
12001 · RCD Foundation	0.00
12002 · DOC SALC	37,180.76
12003 · USFWS	2,039.29
12004 · NRCS IERCD	0.00
12006 · NRCS Conservation Planning	39,319.87
12007 · NACD Urban Ag TA	0.00
12008 · DOC RFFC Block Grant	95,301.74
12010 · CDFA CUSP Economic Relief Grant	10,391.52
12011 · CARCD	7,218.16
12012 · CalFire County Coordinator	87,500.00
12013 · CDFA Soil TA	11,779.94
12014 · CDFA Climate Smart Ag TA	2,941.74
12015 · CDFA WETA 21-0881-000-SG	20,082.21
12016 · CDFA Planning	3,471.90
12017 · CDFA Cover Cropping	36,512.75
12019 · DOC RFFC Round IIA	547,672.17
12020 · Fire Safe Council of San Diego	-10.00
12021 · San Diego River Conservancy	239,004.29
12022 · CalFire Forest Health Grant	278,319.11
12023 · Wild Willow Field Trips and Tours	14,822.50
12024 · Wild Willow Classes and Workshops	-1,850.00
12025 · Wild Willow AG & CSA Sales	352.60
12026 · Miscellaneous Receivables	1,788.29
12028 · CalFire CARCD Increasing Pace & Scale	61,778.90
12030 · Port District	2,500.00
12045 · CA FSC Fiscal Sponsorship EFHGFSC	18,000.00
12051 · Prop 84	326,797.29
12060 · Tijuana River Valley Community	3,585.33
12090 · Sweetwater Community Garden	1,441.00
Total 12000 · Accounts Receivable	1,847,941.36
Total Accounts Receivable	1,847,941.36
Other Current Assets	
12005 · Undeposited Funds	342.51
13000 · Prepaid Expenses	17,689.13
Total Other Current Assets	18,031.64
Total Current Assets	3,902,451.27
Fixed Assets	
14000 · Accumulated Depreciation	
14020 · Building	505,000.00
14040 · Building Improvements	572,981.67
14060 · Furniture & Equipment	53,049.42
14080 · Land	110,000.00
14090 · Vehicles	76,537.22

# RCD of Greater San Diego County Balance Sheet As of March 31, 2023

· · · · · · · · · · · · · · · · · · ·	2/24/2022
14000 · Accumulated Depreciation - Other	<b>3/31/2023</b> -516,222.52
Total 14000 · Accumulated Depreciation	801,345.79
Total Fixed Assets	801,345.79
TOTAL ASSETS	4,703,797.06
LIABILITIES & EQUITY	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	438,775.73
Total Accounts Payable	438,775.73
Other Current Liabilities	
21000 Deferred Compensation	0.00
21010 · Refundable Deposits on Garden Plots	25,273.67
21020 · Deferred Revenue	1,161,208.36
21045 · Accounts Payable Accrual	5,057.94
21060 · Vacation Accrual	44,949.61
Total Other Current Liabilities	1,236,489.58
Total Current Liabilities	1,675,265.31
Total Liabilities	1,675,265.31
Equity	
$30000 \cdot Administration Operations Reser$	780,000.00
30020 · Capital Improvements Facility R	100,000.00
30040 · Computer Reserve Fund Balance	20,000.00
30080 · Discretionary Project Reserve	132,000.00
30091 · Fleet Reserve	50,000.00
30092 · General Fund Balance	408,763.09
30093 · Investment in Fixed Assets	865,461.00
32000 · Retained Earnings	75,313.92
32020 · Unrestricted Net Assets	384,176.54
Net Income	212,817.20
Total Equity	3,028,531.75
TOTAL LIABILITIES & EQUITY	4,703,797.06

, , , , ,	Mar '23
Ordinary Income/Expense	
Income	
40000 · Grant Income Restricted	
40041 · CDFA HSP TA	8,896.80
40042 · CDFA CUSP Economic Relief Grant	4,469.40
40043 · CDFA WETA	8,560.32
40045 · CDFA Climate Smart Ag TA	1,142.01
40047 · CDFA Prescribed Grazing	0.00
40048 · CDFA Cover Cropping	16,435.16
40049 · CARCD Monarchs	608.58
40050 · CARCD WCB	636.84
40051 · DOC RFFC Block	87,640.42
40052 · DOC SALC	14,794.52
40053 · DOC RFFC Round IIA	210,741.33
40055 · CARCD NRCS Equity Grant	1,514.88
40060 · NRCS IERCD	-474.12
40065 · NRCS Conservation Planning	6,650.46
40080 · SDRC Fuels	63,131.36
40085 · SDRC NACC	39,780.37
40090 · IRWMP Proposition 84	61,662.56
40100 · CARCD NFWF TA	0.00
40120 · Port	1,058.07
40122 · CalFire Forest Health Grant	234,307.97
40123 · CalFire CARCD Increasing Pace & Scale	2,425.80
40130 · NACD Urban Ag	3,872.16
40140 · SDG&E Pollinators	3,183.89
40145 · SDG&E DSAP	20,000.00
40146 · SDG&E Fuels MOU	63,173.29
40190 · Tijuanna River Valley Garden	410.33
40191 · Sweetwater Community Garden	-2,041.49
40193 · Parker Foundation Farm to Families	0.00
40194 · Wild Willow Farm Classes & Workshops	145.04
40195 · Wild Willow Farm CSA & Ag	208.10
40196 · Wild Willow Farm Field Trips & Tours	3,782.50
42007 · USFWS Pollinators on Working Lands	493.56
42022 · CalFire County Coordinator	10,957.84
42023 · CA FSC Fiscal Sponsorship EFHGFSC	222.00
Total 40000 · Grant Income Restricted	868,389.95
45000 · Income - Unrestricted	,
45010 · Rent	2,893.00
45020 · Donations	0.00
45025 · WWF Donations	0.00
45030 · Rebates & Refunds	0.00
45040 · LAIF Interest	0.00
45080 · US Bank Interest	1.94
45090 · Tax Assessments	32,500.00
45095 · Redevelopment Revenue	0.00
45100 · Misc Income	0.01
45200 · Fee for Service	300.00
Total 45000 · Income - Unrestricted	35,694.95
	- 3,5555

Watch 31, 2023	Mar '23
Total Income	
Expense	904,084.90
Lxperise	
50000 · Grant Expenses Restricted	
50041 · CDFA TA HSP	8,275.28
50042 · CDFA CUSP Economic Relief Grant	2,794.41
50043 · CDFA WETA	5,342.09
50045 · CDFA Climate Smart Ag TA	709.70
50047 · CDFA Prescribed Grazing	0.00
50048 · CDFA Cover Cropping	12,573.88
50049 · CARCD Monarchs	378.50
50050 · CARCD WCB	396.08
50051 · DOC RFFC Block Grant	72,431.40
50052 · DOC SALC	11,725.23
50053 · DOC RFFC Round IIA	181,818.61
50055 · CARCD NRCS Equity	942.18
50056 · CDFA PHP	0.00
50060 ⋅ NRCS IERCD	0.00
50065 · NRCS Conservation Planning	4,403.50
50080 · SDRC Fuels	56,759.82
50085 · SDRC NACC	36,784.05
50090 · IRWMP Proposition 84	63,667.37
50100 · CARCD NFWF TA	0.00
50120 · Port	717.88
50122 · CalFire Forest Health Grant	209,203.54
50123 · CalFire CARCD Increasing Pace & Scale	1,810.44
50130 · NACD Urban Ag TA	2,743.23
50140 · SDG&E Pollinators	2,298.34
50145 · SDG&E DSAP	16,667.60
50146 · SDG&E Fuels MOU	50,940.24
50190 · Tijuana River Valley Garden	5,860.71
50191 · Sweetwater Community Garden	5,399.82
50193 · Parker Foundation Farm to Families	0.00
50194 · Wild Willow Farm Classes & Workshops	3,363.11
50195 · Wild Willow Farm Ag & CSA	14,086.36
50196 · Wild Willow Farm Field Trips & Tours	6,353.80
52007 · USFWS Pollinators on Working Lands	597.83
52022 · CalFire County Coordinator	7,731.50
52023 · CAFSC Fiscal Sponsorship EFHGFSC	218.11
Total 50000 · Grant Expenses Restricted	786,994.61
53000 · Expenses Unrestricted	0.00
53005 · Advertising	0.00
53035 · Processing Fees 53040 · Bank Fees	323.21 22.95
53050 · Depreciation	3,583.00 0.00
53060 · Donations, Awards & Scholarships	
53070 · Dues & Subscriptions 53080 · Equipment Leases	14.99 308.83
53100 · Equipment Leases	300.83
53100 · Automobile 53110 · Fuel	A1A 00
22110 . LIGH	-414.89

Mar '23

	Mar 23
53120 · Repairs & Maintenance	447.00
Total 53100 · Automobile	32.11
53900 · Insurance	
53910 · Auto & General Liability	3,433.26
53920 · In Leiu of Health Insurance	12,334.40
53930 · Workers Compensation	2,411.59
Total 53900 · Insurance	18,179.25
54000 · Outside Services	,
54010 · Facility Maintenance & Repairs	0.00
54020 · Janitorial	559.65
54030 · Landscaping	0.00
54040 · Payroll Processing Fees	303.61
54050 · Pest Control	0.00
54060 · Website & Computer Maintenance	1,852.81
Total 54000 · Outside Services	2,716.07
54070 · Permit	0.00
54080 · Postage	-50.32
54090 · Printing	182.36
·	
55000 · Professional Services	
55010 · Accounting Fees	0.00
55020 · Legal Fees	2,473.50
55030 · Professional Services - Other	525.00
Total 55000 · Professional Services	2,998.50
57000 · Supplies	
57100 · Conservation Garden & Education	247.75
57150 · Discretionary Projects	1,891.06
57200 · Office Supplies	482.08
57300 · Office General	164.02
Total 57000 · Supplies	2,784.91
59000 · Utilities	
59100 · Gas & Electric	1,168.46
59200 · Sewer	0.00
59300 · Trash	504.13
59400 · Water	0.00
59500 · Telephones	1,462.73
Total 59000 · Utilities	3,135.32
Total 53000 · Expenses Unrestricted	34,231.18
65000 · Travel and Meetings	3 1,231.10
65310 · Training	759.00
65320 · Travel Transportation & Accomod	231.48
65330 · Travel Meals	-32.58
Total 65000 · Travel and Meetings	957.90
66000 · Payroll Expenses	557.50
66100 · Gross Payroll	19,771.66
00200 010001471011	13,771.00
66200 · In Leiu of Social Security 10.5%	4,134.65
66300 · Medicare 1.45%	103.17

	Mar '23
66400 · FUTA, SDI, ETT, SUI	405.76
Total 66000 · Payroll Expenses	24,415.24
Total Expense	846,598.93
Net Ordinary Income	57,485.97
Net Income	57,485.97

# RCD of Greater San Diego County Reconciliation Summary US Bank-General Checking, Period Ending 3/31/2023

	Mar 31, 23
Beginning Balance	782,523.08
Cleared Transactions	
Checks and Payments - 135 items	-1,167,922.92
Deposits and Credits - 37 items	563,197.92
<b>Total Cleared Transactions</b>	-604,725.00
Cleared Balance	177,798.08
<b>Uncleared Transactions</b>	
Checks and Payments - 43 items	-83,943.28
Deposits and Credits - 5 items	8,827.50
<b>Total Uncleared Transactions</b>	-75,115.78
Register Balance as of 03/31/2023	102,682.30

#### RCD of Greater San Diego County Reconciliation Detail US Bank-General Checking, Period Ending 2/28/2023

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance	Date	IVUIII	Name		Amount	782,523.08
Cleared Transactions						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Checks and Payments - 135 items				,		
Bill Pmt -Check	11/21/2022	12554	Ramona Hernandez	√ √	-600.00	-600.00 -650.00
Bill Pmt -Check Bill Pmt -Check	12/21/2022 12/21/2022	12660 12659	Edward Grangetto Jr. Diamond B Ranch	V	-50.00 -50.00	-700.00
Bill Pmt -Check	01/03/2023	12697	Joanne Sauerman	Ż	-50.00	-750.00
Bill Pmt -Check	02/06/2023	12808	Waste Management	√.	-474.24	-1,224.24
Bill Pmt -Check	02/06/2023	12807	University City Community Association	√,	-200.00	-1,424.24
Bill Pmt -Check Bill Pmt -Check	02/13/2023	12815 12821	Black Fox Timber Management Michelle Knaier	٧ ما	-28,281.50 -377.00	-29,705.74
Bill Pmt -Check	02/13/2023 02/13/2023	12821	Eric Kelley	V	-86.62	-30,082.74 -30,169.36
Bill Pmt -Check	02/14/2023	12830	Ann Baldridge	V	-104.73	-30,274.09
Bill Pmt -Check	02/16/2023	12832	Lincoln Financial	$\sqrt{}$	-16,264.35	-46,538.44
Bill Pmt -Check	02/22/2023	12844	Pope Tree Service	√,	-8,500.00	-55,038.44
Bill Pmt -Check	02/22/2023	12841	The Patriot Group The SoCo Group Inc.	٧ ما	-7,600.00	-62,638.44
Bill Pmt -Check Bill Pmt -Check	02/22/2023 02/22/2023	12842 12845	The Soco Group Inc.	N N	-737.30 -335.67	-63,375.74 -63,711.41
Bill Pmt -Check	02/23/2023	12849	Thomas J. Smith	Ž	-2,960.00	-66,671.41
Bill Pmt -Check	02/27/2023	12852	Pope Tree Service	V	-7,600.00	-74,271.41
Bill Pmt -Check	02/27/2023	12855	Caterpillar Chow Milkweed Nursery	√.	-1,041.91	-75,313.32
Bill Pmt -Check	02/27/2023	12856	Michelle Knaier	<b>V</b>	-272.60	-75,585.92
Bill Pmt -Check Bill Pmt -Check	02/27/2023 02/28/2023	12851 12861	Midwest Laboratories McDougal Love Boehmer Foley Lyon Canlas	N N	-37.28 -975.00	-75,623.20 -76,598.20
Bill Pmt -Check	02/28/2023	12862	Michelle Knaier	Ž	-292.04	-76,890.24
Bill Pmt -Check	02/28/2023	12857	Diamond Environmental Services	į	-262.96	-77,153.20
Bill Pmt -Check	02/28/2023	12860	Lakeside Water District	$\sqrt{}$	-205.82	-77,359.02
Bill Pmt -Check	02/28/2023	12865	Petty Cash	√,	-140.80	-77,499.82
Bill Pmt -Check	02/28/2023	12863	Sierra Reiss	√ ./	-120.52	-77,620.34
Bill Pmt -Check	02/28/2023	12858 JE 1006	EDCO Disposal Corporation Local Harvest Fees	٧ ما	-114.02 -100.00	-77,734.36 -77,834.36
General Journal Bill Pmt -Check	02/28/2023 02/28/2023	12859	Eric Kelley	Ž	-86.62	-77,920.98
Bill Pmt -Check	02/28/2023	12864	Verizon	į	-37.92	-77,958.90
General Journal	02/28/2023	JE 1002	PayPal Fees	$\sqrt{}$	-3.48	-77,962.38
General Journal	02/28/2023	JE 1009	PayPal Fees	√,	-2.48	-77,964.86
Bill Pmt -Check	03/01/2023	12889	Pope Tree Service	<b>V</b>	-22,000.00	-99,964.86
General Journal Bill Pmt -Check	03/01/2023 03/01/2023	JE 1001 12891	Payroll Taxes The Patriot Group	N N	-8,224.92 -4,000.00	-108,189.78 -112,189.78
Bill Pmt -Check	03/01/2023	12887	Flex Fleet Rental LLC	Ž	-3,068.72	-115,258.50
Bill Pmt -Check	03/01/2023	12888	ITCM	V	-1,826.83	-117,085.33
Bill Pmt -Check	03/01/2023	12886	County of San Diego	√.	-1,644.40	-118,729.73
Bill Pmt -Check	03/01/2023	12893	Classic Landscape & Horticulture	√,	-1,025.00	-119,754.73
Bill Pmt -Check	03/01/2023	12890	Stan Hill	<b>V</b>	-200.43	-119,955.16
Bill Pmt -Check Bill Pmt -Check	03/01/2023 03/01/2023	12892 12874	Annika Nabors Elizabeth Garcia	N N	-101.25 -50.00	-120,056.41 -120,106,41
Bill Pmt -Check	03/01/2023	12873	Daniela Mejia	Ž	-50.00	-120,106.41 -120,156.41
Bill Pmt -Check	03/01/2023	12871	Chris Kelley	V	-50.00	-120,206.41
Bill Pmt -Check	03/01/2023	12870	Cheyanne Piacenza	$\sqrt{}$	-50.00	-120,256.41
Bill Pmt -Check	03/01/2023	12869	Carolina Guia	√,	-50.00	-120,306.41
Bill Pmt -Check	03/01/2023	12868	Ashleyann Bacay	√ ./	-50.00	-120,356.41
Bill Pmt -Check Bill Pmt -Check	03/01/2023 03/01/2023	12866 12878	Andy Williamson Joanne Sauerman	V	-50.00 -50.00	-120,406.41 -120,456.41
Bill Pmt -Check	03/01/2023	12881	Morgan Graves	V	-50.00	-120,506.41
Bill Pmt -Check	03/01/2023	12867	Ann Baldridge	V	-50.00	-120,556.41
Bill Pmt -Check	03/01/2023	12882	Paul Maschka	V	-50.00	-120,606.41
Bill Pmt -Check	03/01/2023	12883	Rachel Lloyd	<b>V</b>	-50.00	-120,656.41
Bill Pmt -Check	03/01/2023 03/01/2023	12884 12885	Sierra Reiss	٧ ما	-50.00	-120,706.41
Bill Pmt -Check Bill Pmt -Check	03/01/2023	12876	Stan Hill Gregg Cady	Ž	-50.00 -50.00	-120,756.41 -120,806.41
Bill Pmt -Check	03/01/2023	12877	Heather Marlow	V	-50.00	-120,856.41
Bill Pmt -Check	03/01/2023	12894	Elizabeth Garcia	V	-20.40	-120,876.81
General Journal	03/02/2023	JE 1029	PayPal Fees	√,	-11.65	-120,888.46
Bill Pmt -Check	03/03/2023	12896	Green Tree Forest Service	<b>V</b>	-46,222.60	-167,111.06
Bill Pmt -Check Bill Pmt -Check	03/03/2023 03/03/2023	12898 12895	The Patriot Group Green Tree Forest Service	v J	-18,200.00 -11,968.30	-185,311.06 -197,279.36
Bill Pmt -Check	03/03/2023	12897	The SoCo Group Inc.	į	-538.84	-197,818.20
General Journal	03/03/2023	JE 1030	ADP Payroll Processing Fees	V	-97.44	-197,915.64
Bill Pmt -Check	03/06/2023	12902	Palomar Observatory CECIL LOGGING INC	V	-70,625.00	-268,540.64
Bill Pmt -Check	03/06/2023	12899	La Jolla Band of Luiseno Indians	<b>V</b>	-14,403.24	-282,943.88
Bill Pmt -Check Bill Pmt -Check	03/07/2023 03/07/2023	12904 12905	Lou Rodolico SDG&E	٧ ما	-1,095.46 -254.07	-295,924.11 -296,178.18
Bill Pmt -Check	03/08/2023	12903	Tree Culture	Ž	-8,667.75	-304,845.93
Bill Pmt -Check	03/08/2023	12909	Native West Nursery	V	-1,252.59	-306,098.52
Bill Pmt -Check	03/08/2023	12906	California American Water	V	-485.62	-306,584.14
Bill Pmt -Check	03/08/2023	12908	Cox Communications	√,	-340.00	-306,924.14
Bill Pmt -Check	03/08/2023	12910	Sarah Lifton	<b>V</b>	-133.87	-307,058.01
Bill Pmt -Check General Journal	03/08/2023 03/10/2023	12907 JE 1066	Chris Kelley ADP Payroll Processing Fees	V	-45.85 -147.49	-307,103.86 -307,251.35
General Journal	03/10/2023	JE 1066	PayPal Fees	Ž	-21.70	-307,273.05
General Journal	03/13/2023	JE 1068	LAIF Transfer	$\sqrt{}$	-695,000.00	-1,002,273.05
Bill Pmt -Check	03/13/2023	12922	McDougal Love Boehmer Foley Lyon Canlas	√,	-2,473.50	-1,004,746.55
Bill Pmt -Check	03/13/2023	12924	Pacific Building Maintenance	<b>V</b>	-559.65	-1,005,306.20
General Journal	03/13/2023	JE 2522	BizHaven Waste Management	٧ ما	-525.00 -504.13	-1,005,831.20
Bill Pmt -Check Bill Pmt -Check	03/13/2023 03/13/2023	12928 12927	Waste Management Sharp Business Systems	v √	-504.13 -197.96	-1,006,335.33 -1,006,533.29
Bill Pmt -Check	03/13/2023	12923	Michelle Knaier	Ż	-197.66	-1,006,730.95
Bill Pmt -Check	03/13/2023	12921	EDCO Disposal Corporation	√.	-70.00	-1,006,800.95
Bill Pmt -Check	03/13/2023	12918	Andy Williamson	√,	-67.00	-1,006,867.95
Bill Pmt -Check	03/13/2023	12926	Sarah Lifton	√ 	-27.00	-1,006,894.95
General Journal General Journal	03/15/2023 03/15/2023	JE 1002 JE 1002	Gross Payroll Payroll Taxes	V	-35,575.73 -7,917.65	-1,042,470.68 -1,050,388.33
General Journal	03/15/2023	JE 1002 JE 1005	ADP Clearing	Ž	-2,582.27	-1,052,970.60
			<del>-</del>		•	

#### RCD of Greater San Diego County Reconciliation Detail US Bank-General Checking, Period Ending 2/28/2023

Туре	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	03/15/2023	12929	Daniela Mejia	<b>√</b>	-281.56	-1,053,252.16
Check	03/15/2023		Bank Fees	√,	-22.95	-1,053,275.11
Bill Pmt -Check	03/16/2023	12930	Rachel Lloyd	√,	-2,582.27	-1,055,857.38
General Journal	03/16/2023	JE 1007	ADP Payroll Processing Fees	V	-295.25	-1,056,152.63
General Journal	03/17/2023	JE 1009	ADP Payroll Processing Fees	V	-168.64	-1,056,321.27
Bill Pmt -Check	03/21/2023	12945	The Patriot Group	N	-11,450.00	-1,067,771.27
Bill Pmt -Check Bill Pmt -Check	03/21/2023 03/21/2023	12938 12941	Pope Tree Service	7	-6,400.00 -3,019.36	-1,074,171.27 -1,077,190,63
Bill Pmt -Check	03/21/2023	12956	San Diego County Water Authority U.S. Bancorp Service Center, Inc	J.	-2,274.12	-1,077,190.63 -1,079,464.75
Bill Pmt -Check	03/21/2023	12944	Sweetwater Authority	Ž	-1,811.43	-1,081,276.18
Bill Pmt -Check	03/21/2023	12931	California American Water	ý	-1,681.93	-1,082,958.11
Bill Pmt -Check	03/21/2023	12936	Nutrien Ag Solutions	į	-1,446.36	-1,084,404.47
Bill Pmt -Check	03/21/2023	12954	U.S. Bancorp Service Center, Inc	V	-1,338.75	-1,085,743.22
Bill Pmt -Check	03/21/2023	12942	SDG&E	√	-1,168.46	-1,086,911.68
Bill Pmt -Check	03/21/2023	12951	Gary Connor McVey	√	-800.00	-1,087,711.68
Bill Pmt -Check	03/21/2023	12952	Raymond Martinez	√	-800.00	-1,088,511.68
Bill Pmt -Check	03/21/2023	12950	Donald Pena	V	-800.00	-1,089,311.68
Bill Pmt -Check	03/21/2023	12949	Dominick J. Chapparosa Jr.	√.	-800.00	-1,090,111.68
Bill Pmt -Check	03/21/2023	12946	The SoCo Group Inc.	√,	-793.81	-1,090,905.49
Bill Pmt -Check	03/21/2023	12937	Office Depot	V	-545.96	-1,091,451.45
Bill Pmt -Check	03/21/2023	12943	Stan Hill	V	-333.50	-1,091,784.95
Bill Pmt -Check	03/21/2023	12933	Diamond Environmental Services	<b>V</b>	-262.96	-1,092,047.91
Bill Pmt -Check	03/21/2023	12934	JMB Sanitation	v	-219.55	-1,092,267.46
Bill Pmt -Check Bill Pmt -Check	03/21/2023 03/21/2023	12955 12935	U.S. Bancorp Service Center, Inc Lou Rodolico	N.	-199.00 -50.48	-1,092,466.46 -1,092,516.94
Bill Pmt -Check	03/21/2023	12948	Union Bank	Ž	-14.99	-1,092,531.93
Bill Pmt -Check	03/22/2023	12958	Lincoln Financial	į	-16,025.26	-1,108,557.19
Bill Pmt -Check	03/22/2023	12959	Tom Lamb	V	-6,211.49	-1,114,768.68
Bill Pmt -Check	03/22/2023	12957	Carolina Guia	V	-89.51	-1,114,858.19
General Journal	03/22/2023	JE 1015	PayPal Fees	V	-44.51	-1,114,902.70
Bill Pmt -Check	03/24/2023	12965	Wallace Laboratories, Inc	$\checkmark$	-1,620.00	-1,116,522.70
Bill Pmt -Check	03/24/2023	12962	Gary Connor McVey	√	-1,600.00	-1,118,122.70
Bill Pmt -Check	03/24/2023	12963	Raymond Martinez	√	-1,600.00	-1,119,722.70
Bill Pmt -Check	03/24/2023	12960	Dominick J. Chapparosa Jr.	√.	-1,600.00	-1,121,322.70
Bill Pmt -Check	03/24/2023	12961	Donald Pena	√,	-1,440.00	-1,122,762.70
Bill Pmt -Check	03/27/2023	12968	ITCM	√.	-2,189.09	-1,124,951.79
Bill Pmt -Check	03/27/2023	12967	Gregg Cady	√,	-1,627.30	-1,126,579.09
Bill Pmt -Check	03/28/2023	12975	Carolina Guia	V	-159.96	-1,126,739.05
General Journal	03/29/2023	JE 1002	Gross Payroll	N	-33,366.87	-1,160,105.92
General Journal	03/29/2023	JE 1002	Payroll Taxes	V	-6,830.54	-1,166,936.46
Bill Pmt -Check Bill Pmt -Check	03/29/2023 03/30/2023	12979 12981	Ashleyann Bacay Wallace Laboratories, Inc	N.	-138.93 -810.00	-1,167,075.39
General Journal	03/31/2023	JE 1034	ADP Payroll Processing Fees	Ž	-37.53	-1,167,885.39 -1,167,922.92
Total Checks and Payments	03/31/2023	JL 1034	ADI Tayron Troccssing rees	` '	-1,167,922.92	-1,167,922.92
Deposits and Credits - 37 items					1,107,322.32	1,107,522.52
Deposit	02/28/2023		Deposit	√	100.00	100.00
Deposit	02/28/2023		Deposit	V	150.00	250.00
Deposit	03/02/2023		Deposit	√	261.67	511.67
Bill Pmt -Check	03/03/2023		VOID	V	0.00	511.67
Bill Pmt -Check	03/03/2023		VOID	√.	0.00	511.67
General Journal	03/06/2023	JE 1031	Deposit	√,	507.92	1,019.59
Deposit	03/08/2023		Deposit	√,	75.00	1,094.59
General Journal	03/09/2023	JE 1059	Deposit	V	9.31	1,103.90
Bill Pmt -Check	03/10/2023	12912	VOID	V	0.00	1,103.90
Bill Pmt -Check Bill Pmt -Check	03/10/2023	12913	VOID VOID	<b>V</b>	0.00 0.00	1,103.90
Bill Pmt -Check	03/10/2023 03/10/2023	12914 12915	VOID	2	0.00	1,103.90 1,103.90
Bill Pmt -Check	03/10/2023	12916	VOID	Ž	0.00	1,103.90
Deposit	03/10/2023	12310	Deposit	ý	132.50	1,236.40
Deposit	03/10/2023		Deposit	į	250.00	1,486.40
Deposit	03/10/2023		Deposit	V	133,513.84	135,000.24
Deposit	03/13/2023		Deposit	√	407,558.40	542,558.64
Deposit	03/14/2023		Deposit	$\checkmark$	100.00	542,658.64
Deposit	03/15/2023		Deposit	V	500.00	543,158.64
Bill Pmt -Check	03/21/2023	12947	VOID	√,	0.00	543,158.64
General Journal	03/21/2023	JE 1013	Deposit	√,	40.00	543,198.64
General Journal	03/21/2023	JE 1011	Deposit Deposit	V	50.00	543,248.64
General Journal	03/21/2023	JE 1012	Deposit	N -1	2,582.27	545,830.91
General Journal Deposit	03/22/2023	JE 1014	Deposit Deposit	N ~!	295.25 1,966.00	546,126.16 548.092.16
Deposit	03/22/2023 03/23/2023		Deposit Deposit	2	300.00	548,092.16 548,392.16
General Journal	03/24/2023	JE 1019	Deposit	Ž	467.81	548,859.97
General Journal	03/24/2023	JE 1013	Deposit	ý	490.00	549,349.97
General Journal	03/24/2023	JE 1018	Deposit	į	11,037.78	560,387.75
General Journal	03/27/2023	JE 1021	Deposit	V	114.10	560,501.85
General Journal	03/27/2023	JE 1020	Deposit	, V	140.00	560,641.85
Deposit	03/27/2023		Deposit	√	255.00	560,896.85
General Journal	03/28/2023	JE 1003	Deposit	$\sqrt{}$	71.87	560,968.72
Deposit	03/29/2023		Deposit	$\sqrt{}$	327.26	561,295.98
Deposit	03/29/2023		Deposit	√.	1,700.00	562,995.98
Deposit	03/30/2023		Deposit	√,	200.00	563,195.98
Deposit	03/31/2023		Deposit	√	1.94	563,197.92
Total Deposits and Credits					563,197.92	563,197.92
Total Cleared Transactions				•	-604,725.00	-604,725.00
Cleared Balance					-604,725.00	177,798.08
Uncleared Transactions Checks and Payments - 43 items						
Bill Pmt -Check	08/01/2022	12161	Gregg Cady		-50.00	-50.00
Bill Pmt -Check	08/01/2022	12175	Kim Hanson AP		-50.00	-100.00
Bill Pmt -Check	09/01/2022	12280	Kim Hanson AP		-50.00	-150.00
Bill Pmt -Check	09/23/2022	12336	A & L Laboratories		-84.00	-234.00
Bill Pmt -Check	10/03/2022	12362	Paul Maschka		-50.00	-284.00

#### RCD of Greater San Diego County Reconciliation Detail US Bank-General Checking, Period Ending 2/28/2023

Туре	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	10/03/2022	12360	Kim Hanson AP		-50.00	-334.00
Bill Pmt -Check	10/25/2022	12434	Jessica Garcia		-250.00	-584.00
Bill Pmt -Check	11/01/2022	12474	Paul Maschka		-50.00	-634.00
Bill Pmt -Check	11/01/2022	12481	Kim Hanson AP		-50.00	-684.00
Check	11/04/2022	12520	Cameron Stallings		-300.00	-984.00
Bill Pmt -Check	12/01/2022	12591	Joanne Sauerman		-50.00	-1,034.00
Bill Pmt -Check	12/01/2022	12593	Kim Hanson AP		-50.00	-1,084.00
Bill Pmt -Check	12/06/2022	12610	Kim Hanson AP		-55.00	-1,139.00
Bill Pmt -Check	12/12/2022	12618	Jaime Garcia		-148.39	-1,287.39
Bill Pmt -Check	01/03/2023	12699	Kim Hanson AP		-50.00	-1,337.39
Bill Pmt -Check	02/01/2023	12779	Erik Rodriguez		-50.00	-1,387.39
Bill Pmt -Check	02/01/2023	12784	Kim Hanson AP		-50.00	-1,437.39
Bill Pmt -Check	02/01/2023	12783	Joel Kramer		-50.00	-1,487.39
Bill Pmt -Check	02/06/2023	12803	Pacific Building Maintenance		-559.65	-2,047.04
Bill Pmt -Check	02/06/2023	12801	Joel Kramer		-48.47	-2,095.51
Bill Pmt -Check	03/01/2023	12875	Erik Rodriguez		-50.00	-2,145.51
Bill Pmt -Check	03/01/2023	12879	Joel Kramer		-50.00	-2,195.51
Bill Pmt -Check	03/01/2023	12872	Codi Hale		-50.00	-2,245.51
Bill Pmt -Check	03/01/2023	12880	Kim Hanson AP		-50.00	-2,295.51
Check	03/10/2023	12917	Odette Gonzalez C41		-400.00	-2,695.51
Bill Pmt -Check	03/13/2023	12919	Berkeley Law University of CA		-20,000.00	-22,695.51
Bill Pmt -Check	03/13/2023	12925	Palomar Land and Cattle		-2,327.50	-25,023.01
Bill Pmt -Check	03/13/2023	12920	Coral Garden Creations		-120.00	-25,143.01
Bill Pmt -Check	03/21/2023	12939	Priya Kanakha		-4,523.45	-29,666.46
Bill Pmt -Check	03/21/2023	12953	Thomas J. Smith		-1,480.00	-31,146.46
Bill Pmt -Check	03/21/2023	12940	Richard Restuccia		-300.00	-31,446.46
Bill Pmt -Check	03/21/2023	12932	Daniela Mejia		-118.79	-31,565.25
Bill Pmt -Check	03/24/2023	12964	Thomas J. Smith		-1,480.00	-33,045.25
Bill Pmt -Check	03/27/2023	12970	Pala Band of Mission Indians		-40,363.65	-73,408.90
Bill Pmt -Check	03/27/2023	12971	Pope Tree Service		-1,900.00	-75,308.90
Bill Pmt -Check	03/27/2023	12973	The Patriot Group		-900.00	-76,208.90
Bill Pmt -Check	03/27/2023	12966	Cynthia L Saylor		-296.00	-76,504.90
Bill Pmt -Check	03/27/2023	12972	Sarah Lifton		-275.00	-76,779.90
Bill Pmt -Check	03/27/2023	12974	Verizon		-37.92	-76,817.82
Bill Pmt -Check	03/27/2023	12969	Michelle Knaier		-20.45	-76,838.27
Bill Pmt -Check	03/28/2023	12976	Lincoln Financial		-5,474.50	-82,312.77
Bill Pmt -Check Bill Pmt -Check	03/28/2023	12977 12980	Thomas J. Smith		-1,480.00	-83,792.77
	03/29/2023	12980	Cheyanne Piacenza	_	-150.51 -83,943.28	-83,943.28
Total Checks and Payments					-83,943.28	-83,943.28
Deposits and Credits - 5 items General Journal	01/10/2023	JE 2795	Danasit		510.00	510.00
		JE 2/95	Deposit		600.00	
Deposit Deposit	01/17/2023 03/17/2023		Deposit Deposit		3,627.27	1,110.00 4,737.27
•			Deposit		3,549.23	4,737.27 8,286.50
Deposit Deposit	03/24/2023 03/31/2023		Deposit		5,549.23 541.00	8,827.50
Total Deposits and Credits	03/31/2023		Берозіс	-	8,827.50	8,827.50
Total Uncleared Transactions				-	-75,115.78	-75,115.78
Register Balance as of 03/31/2023				_	-679,840.78	102,682.30
negister balance as or os/ 51/ 2023					-0/3,040./8	102,002.30



# Resource Conservation District of Greater San Diego County 11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 \* Fax: (619) 562-4799

Website: www.rcdsandiego.org

**Date:** May 10, 2023

Agenda Item 5-1: Preliminary Budget

**Discussion / History:** A preliminary budget for fiscal year 2023-24 has been prepared by Director of Finances, Chris Kelley, and reviewed by senior staff and the Budget Subcommittee. Once reviewed by the Board of Directors, a final draft will be presented for approval prior to the start of the new fiscal year.

Financial Impact: Staff are anticipating a budget of approximately \$9,764,896

**Staff Recommendation to Board:** Staff requests that the Board reviews the draft budget and provides feedback.

	2022-2023	2022 - 2023		2023-2024	
	Ammund Dudant		Projected		Dunmand Dud+ Dft
40000 Count Income Bestricted	Annual Budget	_	Projected		Proposed Budget Draft
40000 · Grant Income Restricted 40041 · CDFA TA HSP	25,341.11	\$	29,221.16	\$	
40042 · CDFA CUSP Economic Relief	41,245.50	\$	25,188.50	\$	86,410.00
40043 · CDFA WETA	136,000.00	\$	82,471.96	\$	173,550.00
40044 · CDFA Planning	0.00	\$	02,471.50	\$	124,850.00
40045 · CDFA Climate Smart Ag TA	32,521.82	\$	27,156.04	\$	19,650.00
40046 · CDFA Farm to School Incubator Program	74,929.60	\$	-	\$	99,910.00
40047 · CDFA Prescribed Grazing	0.00	\$	2,762.38	\$	,
40048 · CDFA Cover Cropping	54,880.26	\$	44,095.00	\$	
40049 · CARCD Monarchs	10,000.00	\$	12,261.22	\$	-
40050 · CARCD WCB	0.00	\$	, -	\$	95,070.00
40051 · DOC RFFC Block Grant	567,744.89	\$	400,706.08	\$	-
40052 · DOC SALC	86,951.96	\$	85,415.60	\$	-
40053 · DOC RFFC Round IIA	1,100,000.00	\$	910,145.46	\$	915,805.00
40055 · CARCD NRCS Equity	22,000.00	\$	7,373.06	\$	-
40056 · CDFA PHP	0.00	\$	· -	\$	123,275.00
40057 · Foodshed (account reserved)	0.00	\$	-	\$	10,000.00
40058 · Carbon Cycle Institute (account reserved)	0.00	\$	-	\$	120,000.00
40060 · NRCS IERCD	8,500.00	\$	16,755.12	\$	15,000.00
40065 · NRCS Conservation Planning	55,000.00	\$	78,717.14	\$	-
40070 · Community Enhancement Grant	0.00	\$	-	\$	9,491.00
40080 · SDRC Fuels	1,792,783.24	\$	1,534,268.58	\$	673,880.00
40085 · SDRC NACC	379,206.68	\$	166,666.74	\$	-
40090 · IRWMP Proposition 84	770,000.00	\$	573,254.98	\$	505,575.00
40100 · CARCD NFWF TA	10,000.00	\$	16,198.76	\$	-
40115 · SD Foundation Comm Food	0.00	\$	-	\$	185,000.00
40116 · WCB Otay	0.00	\$	-	\$	580,000.00
40120 · Port	10,000.00	\$	16,116.62	\$	16,000.00
40122 · CalFire Forest Health Grant	2,230,873.66	\$	758,040.44	\$	2,558,570.00
40123 · CalFire CARCD Increasing Pace & Scale	128,763.00	\$	118,706.20	\$	166,628.00
40124 · CalFire Forest Health Grant Round II	0.00	\$	-	\$	1,200,000.00
40130 · NACD Urban Ag Cons	49,905.90	\$	21,443.80	\$	34,595.00
40140 · SDG&E Pollinators	7,500.00	\$	4,345.76	\$	2,083.00
40145 · SDG&E DSAP	10,000.00	\$	-	\$	20,000.00
40146 · SDG&E Fuels MOU	1,100,000.00	\$	955,773.36	\$	1,100,000.00
40190 · Tijuanna River Valley Garden	75,000.00	\$	119,041.56	\$	-
40191 · Sweetwater Community Garden	46,000.00	\$	94,602.16	\$	-
40192 · CSA Community Supported Ag	20,592.00	\$	-	\$	20,592.00
40193 · Parker Foundation F2F	0.00	\$	-	\$	4,000.00
40194 · Wild Willow Farm Classes & Workshops	55,000.00	\$	65,401.82	\$	-
40195 · Wild Willow Farm Agricultural CSA & Wholesale	65,000.00	\$	63,883.58	\$	-
40196 · Wild Willow Field Trips & Tours	25,000.00	\$	55,320.00	\$	
42005 · BLM Hermes Butterfly/Zoo (reserved)	0.00	\$	-	\$	213,667.00
42007 · USFWS Pollinators on Working Lands	10,000.00	\$	8,772.80	\$	4,095.00
42022 · CalFire County Coordinator	58,333.00	\$	7,382.36	\$	175,000.00
42023 · CA FSC Fiscal Sponsorship EFHGFSC	20,000.00	\$	1,916.82	\$	-
Total 40000 · Grant Income Restricted	9,079,072.62		6,303,405.06		9,252,696.00
45000 · Income - Unrestricted	5,075,072.02		0,303,403.06		5,232,030.00
45000 · Miconie - Offiestricted 45001 · Wild Willow Classes, Workshops	0.00	\$		\$	60,000.00
45002 · Wild Willow Field Trips, Tours	0.00	\$		\$	30,000.00
45003 · Wild Willow Food Sales CSA	0.00	\$		\$	80,000.00
45004 · Wild Willow Wholesale Food Sales	0.00	\$		\$	3,500.00
45005 · Wild Willow Farm Stand Sales	0.00	\$		\$	5,000.00
45006 · Wild Willow Venue Rental	0.00	\$	_	\$	7,500.00
45007 · Wild Willow Farm Donations	0.00	\$	_	\$	10,000.00
The trillet i will believed	0.00	ب		ب	10,000.00

	2022-2023	2022 - 2023	2023-2024
	Annual Budget	Projected	Proposed Budget Draft
45190 · TRV Garden	0.00	\$ -	\$ 80,000.00
45191 · Sweetwater Community Garden	0.00	\$ -	\$ 60,000.00
Total 45000 · Income - Unrestricted WWF & Gardens	\$ -	\$ •	\$ 336,000.00
45010 · Rent - San Diego River Conservatory	33,500.00	\$ 44,096.00	\$ 35,150.00
45020 · Donations RCD General	500.00	\$ 21,049.00	\$ 12,000.00
45025 · WWF Donations	20,000.00	\$ 3,445.88	\$ -
45030 · Rebates and Refunds	25.00	\$ 860.48	\$ 300.00
45040 · LAIF Interest	10,000.00	\$ 13,961.30	\$ 16,500.00
45080 · US Bank Interest	45.00	\$ 43.96	\$ 50.00
45090 · Tax Assessments	379,000.00	\$ 389,250.00	\$ 410,000.00
45095 · Redevelopment Revenue City Tax	9,000.00	\$ 11,000.00	\$ 12,000.00
45100 · Miscellaneous Income	25,000.00	\$ 1,455.88	\$ 25,000.00
45200 · Fee for Service	1,200.00	\$ 3,091.84	\$ 1,200.00
Total 45000 · Income - Unrestricted	478,270.00	488,254.34	512,200.00
Total Income	9,557,342.62	6,791,659.40	9,764,896.00
Expense			
50000 · Grant Expenses Restricted	24.447.50	24 500 46	Ć.
50041 · CDFA TA HSP 50042 · CDFA CUSP Economic Relief	21,117.59 35,865.65	\$ 21,598.46 15,884.20	\$ - \$ 72,010.00
50042 · CDFA COSF ECONOMIC Relief	113,000.00	\$ 52,989.10	\$ 145,000.00
50044 · CDFA Planning	113,000.00	\$ 52,363.10	\$ 96,050.00
50045 · CDFA Climate Smart Ag TA	27,101.52	\$ 17,220.42	\$ 16,080.00
50046 · CDFA Farm to School Incubator Program	62,445.50	\$ 17,220.42	\$ 83,265.00
50047 · CDFA Prescribed Grazing	0.00	\$ 2,467.50	\$ -
50048 · CDFA Cover Cropping	49,891.15	\$ 30,569.50	\$ -
50049 · CARCD Monarchs	8,333.33	\$ 7,612.68	\$ -
50050 · CARCD WCB	208,340.00	\$ · -	\$ 86,525.00
50051 · DOC Block Grant	473,120.74	\$ 308,342.40	\$ -
50052 · DOC SALC	82,811.39	\$ 70,019.44	\$ -
50053 · DOC RFFC Round IIA	972,246.77	\$ 759,389.94	\$ 810,410.00
50055 · CARCD NRCS Equity	18,736.00	\$ 4,637.58	\$ -
50056 · CDFA PHP	0.00	\$ -	\$ 118,873.00
50057 · Foodshed (account reserved)	0.00	\$ -	\$ 8,334.00
50058 · Carbon Cycle Institute (account reserved)	0.00	\$ -	\$ 100,000.00
50060 · NRCS IERCD	7,083.33	\$ 11,304.94	\$ 12,500.00
50065 · NRCS Conservation Planning	45,833.33	\$ 49,712.20	\$ -
50070 · Community Enhancement Grant 50080 · SDRC Fuels	0.00 1,629,802.95	\$ 1,341,636.74	\$ 7,900.00 \$ 612,530.00
50085 · SDRC NACC	344,736.98	\$ 151,491.32	\$ 612,550.00
50090 · IRWMP Proposition 84	733,333.33	\$ 556,580.44	\$ 481,490.00
50100 · CARCD NEWF TA	8,333.33	\$ 12,061.76	\$ -
50115 · SD Foundation Comm Food	0.00	\$ -	\$ 154,167.00
50116 · WCB Otay	0.00	\$ _	\$ 483,333.00
50120 · Port	8,333.33	\$ 10,919.66	\$ 14,550.00
50122 · CalFire Forest Health	1,991,851.48	\$ 683,573.90	\$ 2,342,400.00
50123 · CalFire CARCD Increasing Pace & Scale	121,474.00	\$ 118,116.56	\$ 159,795.00
50124 · CalFire Forest Health Round II	0.00	\$ -	\$ 1,000,000.00
50130 · NACD Urban Agriculture Conservation	45,369.00	\$ 15,005.78	\$ 28,826.00
50140 · SDG&E Pollinators	6,250.00	\$ 4,059.98	\$ 1,825.00
50145 · SDG&E DSAP	8,333.33	\$ -	\$ 16,667.00
50146 · SDG&E Fuel MOU	916,666.67	\$ 800,550.22	\$ 910,000.00
50190 · Tijuana River Valley Garden	65,217.39	\$ 96,883.92	\$ -
50191 · Sweetwater Community Garden	43,809.52	\$ 81,069.90	\$ -
50192 · CSA Community Supported Ag	17,160.00	\$ -	\$ 17,160.00

	2022-2023	2	2022 - 2023		2023-2024
	Annual Budget		Projected	Р	roposed Budget Draft
50193 · Parker Foundation F2F	0.00	\$	-	\$	3,333.00
50194 · Wild Willow Farm Classes & Workshops	53,921.57	\$	64,275.14	\$	-
50195 · Wild Willow Farm Agricultural CSA & Wholesale	97,500.00	\$	186,597.54	\$	-
50196 · Wild Willow Farm Field Trips & Tours	30,000.00	\$	66,897.80	\$	-
52005 · BLM Hermes Butterfly Zoo (reserved)	0.00	\$	-	\$	194,242.00
52007 · USFWS Pollinators on Working Lands	8,333.33	\$	5,442.78	\$	3,412.00
52022 · CalFire County Coordinator	52,083.00	\$	5,197.90	\$	156,250.00
52023 · CAFSC Fiscal Sponsorship EFHGFSC	19,700.00	\$	1,883.28	\$	-
Total 50000 · Grant Expenses Restricted	8,328,135.51		5,553,992.98		8,136,927.00
53000 · Expenses Unrestricted					
53005 · Advertising	5,000.00	\$	-	\$	5,000.00
53035 · Processing Fees	4,500.00	\$	9,390.28	\$	7,500.00
53040 · Bank Fees	500.00	\$	404.56	\$	500.00
53050 · Depreciation	48,000.00	\$	57,328.00	\$	58,000.00
53060 · Donations, Awards & Scholarship	15,000.00	\$	150.00	\$	15,000.00
53070 · Dues & Memberships	10,000.00	\$	6,443.66	\$	10,000.00
53070 · Subscriptions	0.00	\$	2 001 54	\$	250.00
53080 · Equipment Leases	3,500.00	\$	3,801.54	\$	4,000.00
53100 · Automobile	2 000 00	\$	(2.050.60)	\$	2,000,00
53110 · Fuel	2,000.00 3,000.00	\$	(2,858.68) 9,371.10	\$	2,000.00 5,000.00
53120 · Repairs & Maintenance Total 53100 · Automobile		\$ \$		Ş	
53200 · Wild Willow Farm	5,000.00	Þ	6,512.42		7,000.00
53190 · TRV Garden	0.00	\$		\$	66,670.00
53191 · SW Garden	0.00	\$	-	\$	50,000.00
53201 · Wild Willow Rent	0.00	\$		\$	20,000.00
53202 · Wild Willow Payroll	0.00	\$		\$	160,000.00
53203 · Wild Willow Office Supplies	0.00	\$	_	\$	600.00
53204 · Wild Willow Utilties Gas & Electric	0.00	\$	_	\$	5,000.00
53205 · Wild Willow Telephone	0.00	\$	_	\$	3,500.00
53206 · Wild Willow Trash	0.00	\$	_	\$	500.00
53207 · Wild Willow Propane	0.00	\$	-	\$	900.00
53208 · Wild Willow Processing Fees (Eventbrite, PayPal, Square)	0.00	\$	_	\$	1,600.00
53209 · Wild Willow Farm Supplies, Seeds, Soil, Mulch	0.00	\$	-	\$	4,600.00
53210 · Wild Willow Harvest Supplies	0.00	\$	-	\$	3,500.00
53211 · Wild Willow Irrigation and Fencing	0.00	\$	-	\$	5,000.00
53212 · Wild Willow Farm Teaching and Class Supplies	0.00	\$	-	\$	4,000.00
53213 · Wild Willow Farm Animal Feed & Care	0.00	\$	-	\$	4,000.00
53214 · Wild Willow Farm Tools & Equipment	0.00	\$	-	\$	5,000.00
53215 · Wild Willow Farm Other Misc Expense	0.00	\$	-	\$	2,000.00
53216 · Wild Willow Pest Control	0.00	\$	-	\$	50.00
Total 53200 · Wild Willow Farm	0.00		0.00		220,250.00
53900 · Insurance					
53910 · Auto & General Liability	29,000.00	\$	54,932.15	\$	46,226.00
53920 · In Leiu of Health Insurance	186,000.00	\$	178,553.20	\$	186,000.00
53930 · Workers Compensation	32,000.00	\$	34,210.18	\$	34,880.00
Total 53900 · Insurance	247,000.00		267,695.53		267,106.00
54000 · Outside Services					
54010 · Facility Maintenance & Repairs	15,000.00	\$	13,767.52	\$	30,000.00
54020 · Janitorial	5,500.00	\$	8,418.60	\$	8,500.00
54030 · Landscaping	22,500.00	\$	14,350.00	\$	22,500.00
54040 · Payroll Processing Fees	4,500.00	\$	5,918.08	\$	6,000.00
54050 · Pest Control	20.00	\$	16.74	\$	20.00
54060 · Website & Computer Maintenance	40,000.00	\$	40,918.38	\$	42,000.00
Total 54000 · Outside Services	87,520.00		83,389.32	4	109,020.00
54070 · Permits & Fees	100.00	\$	450.00	\$	450.00

#### Budget Planning 2023-2024

	2022-2023	2022 - 2023		2023-2024
	Annual Budget	Projected	Prop	osed Budget Draft
54080 · Postage	800.00	\$ 479.70	\$	700.00
54090 · Printing	1,500.00	\$ 910.14	\$	1,500.00
55000 · Professional Services				
55010 · Accounting Fees	7,500.00	\$ -	\$	15,000.00
55020 · Legal Fees	25,000.00	\$ 43,391.32	\$	28,500.00
55030 · Professional Services - Other	10,000.00	\$ 23,534.68	\$	15,000.00
Total 55000 · Professional Services	42,500.00	66,926.00		58,500.00
57000 · Supplies				
57100 · Conservation Garden & Education	6,000.00	\$ 7,679.46	\$	6,000.00
57150 · Discretionary Projects	132,000.00	\$ 51,510.96	\$	132,000.00
57200 · Office Supplies	9,500.00	\$ 10,057.70	\$	10,500.00
57250 · Staff Events & Decorations		\$ -	\$	500.00
57255 · Staff Uniforms & Merchandising			\$	5,000.00
57300 · Office General	8,000.00	\$ 15,688.94	\$	10,000.00
Total 57000 · Supplies	155,500.00	\$ 84,937.06		164,000.00
59000 · Utilities				
59100 · Gas & Electric	15,000.00	\$ 17,737.26	\$	22,500.00
59200 · Sewer	900.00	\$ 1,139.16	\$	1,500.00
59300 · Trash	5,040.00	\$ 6,460.26	\$	8,500.00
59400 · Water	9,000.00	\$ 3,583.74	\$	9,000.00
59500 · Telephones	21,000.00	\$ 29,570.78	\$	30,000.00
Total 59000 · Utilities	50,940.00	\$ 58,491.20		71,500.00
Total 53000 · Expenses Unrestricted	677,360.00	647,309.41		779,776.00
65000 · Travel and Meetings				
65310 · Training	9,000.00	\$ 5,316.00	\$	10,000.00
65320 · Travel Transportation, Flights and Mileage	12,000.00	\$ 26,149.84	\$	12,500.00
65325 · Hotel Lodging		\$ -	\$	7,500.00
65330 · Meals	3,500.00	\$ 5,322.10	\$	5,500.00
Total 65000 · Travel and Meetings	24,500.00	36,787.94		35,500.00
66000 · Payroll Expenses				
66100 · Gross Payroll	410,000.00	\$ 312,793.76	\$	410,000.00
66200 · In Lieu of Social Security 10.5%	43,050.00	\$ 41,250.00	\$	43,050.00
66300 · Medicare 1.45%	5,945.00	\$ 7,592.52	\$	5,945.00
66400 · FUTA, SDI, ETT, SUI	8,500.00	\$ 9,054.92	\$	12,500.00
Total 66000 · Payroll Expenses	467,495.00	370,691.20		471,495.00
Total Expense	\$ 9,497,490.51	\$ 6,608,781.53	\$	9,643,948.00
Net Ordinary Income	\$ 59,852.11	\$ 182,877.87	\$	120,948.00
Net Income	\$ 59,852.11	\$ 182,877.87	\$	120,948.00



## Resource Conservation District of Greater San Diego County 11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 \* Fax: (619) 562-4799

Website: www.rcdsandiego.org

**Date:** May 10, 2023

Agenda Item 5-2: Staff Handbook

**Discussion / History:** Over the past several months, staff have worked with our HR partner, Bizhaven, to revise and update our personnel policy. A final draft of the new Staff Handbook is enclosed for Board review. The document has been updated with all required CA policies.

Financial Impact: None

**Staff Recommendation to Board:** Staff requests that the Board reviews and approves, or provides feedback on, the Staff Handbook.



Greater San Diego County

# **EMPLOYEE HANDBOOK**

**Revised January 2023** 

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# GENERAL EMPLOYMENT POLICIES

#### Welcome

Welcome to RCD of Greater San Diego County (the "District").

We are excited you have joined our District and we hope you find your position rewarding and our District to be your employer of choice. Our District relies on our employees to build and maintain our reputation in our industry. We all work hard to ensure we are providing the best service and outcomes for our customers. By doing so we allow our customers to continue to work with us and provide referrals, in turn this allows us to continue to be successful and grow. We look forward to having you as part of our team.

This handbook is provided with the intent of explaining the terms and conditions of employment of all fulland part-time employees and supervisors. It is the responsibility of each and every employee to review this handbook and to be familiar with its policies. Throughout your employment and especially as you begin your employment, please consult this handbook and your manager as questions arise.

We look forward to seeing your success with our District.

# **Mission / Values**

To empower communities to protect, conserve, and restore our natural resources through education, collaboration, and implementation.

### At-Will Employment Status

Your employment with us is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave The District at any time, with or without notice and with or without cause.

Nothing in this handbook or any other District document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Executive Director has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Executive Director. If a written contract between you and The District is inconsistent with this handbook, the written contract is controlling.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling or other terms or conditions of employment.

#### Right to Revise

This handbook contains the employment policies and practices of The District in effect at the time of publication. All previously issued handbooks, policy, or memoranda inconsistent with the policies set forth herein are superseded.

The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will

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**Commented [VL2]:** This policy is highly recommended.

**Commented [VL3]:** This policy is highly recommended.

employment; however, any such changes must be in writing and must be signed by the Board of Directors of The District. Any written changes to this handbook will be distributed to all employees so that employees are made aware of new policies or procedures and can update their handbooks. No oral statements or representations can, in any way, alter the provisions of this handbook. This employee handbook sets forth the entire agreement between you and The District as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

### **Open Door Policy**

We want to operate with honest and open communication whenever possible. If you have a basic communication concern or conflict, please address the situation with the other party in a professional, courteous manner to work towards resolution. If you are uncomfortable, if the concern extends beyond basic communication or if the concern is related to a violation of a policy, inform and work with your immediate supervisor.

If your immediate supervisor is unable to resolve the situation or if the concern is with your immediate supervisor, you must inform and work with the Executive Director.

If you continue to experience the same situation or if you feel you need further assistance, you must inform and work with the Executive Director.

This procedure, which we believe is important for both you and The District, cannot guarantee that every problem will be resolved to your satisfaction. However, The District values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

The District may take various steps to resolve a concern such as interviews or investigations.

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Commented [VL5]: This policy is required in CA.

#### Discrimination, Harassment and Retaliation Prevention Policy

RCD San Diego is an equal opportunity employer and strives to maintain a working environment where all employees feel comfortable and want to come to work and be successful. The District is committed to providing a work environment free of harassment, discrimination, retaliation, and abusive conduct.

In addition, The District prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

#### **Policy of Non-Discrimination**

It is the policy of The District to accept, support, and practice the concept of non-discrimination in relation to: race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), creed, color, sex, gender, gender identity, gender expression, pregnancy, pregnancy-related medical condition, perceived pregnancy, age, national origin (including possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, religion, religious dress practices, religious grooming practices, physical or mental disability, sexual orientation, marital status, registered domestic partner status, genetic characteristics or genetic information, medical condition, military and/or veteran status, reproductive health decision-making, perceived membership in a category, association with an actual or perceived member of a category, and/or all other protected characteristics pursuant to applicable federal, state and local law. This policy of non-discrimination pertains to all areas of employment, including, but not limited to, recruiting, hiring, pay, assignments, promotions, demotions, discipline, terminations, layoffs, working conditions, training, benefits, and all other privileges, terms, and conditions of employment.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. The implementation of these statutes requires communication and cooperation on the part of both the employee and the employer. Any applicant or employee who requires an accommodation during the hiring process or in order to perform the essential functions of his or her job should request such an accommodation in writing specifying the accommodation he or she needs. If the applicant or employee does not clearly communicate his or her concerns, The District may not realize that a disability issue is being raised as its management is not medically trained. If it is determined there is a qualifying disability, the applicant or employee and management will then determine whether the qualifying disability impairs or prevents the applicant or employee from performing his or her essential job duties. If it is determined that a qualifying disability will impair or prevent the disabled applicant or employee from performing his or her essential job duties, The District and the employee must then explore possible accommodations that will allow the applicant or employee to perform his or her essential job duties without creating an undue hardship on The District.

#### **Reasonable Accommodations**

An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with District policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a request, preferably in writing, for the accommodation to his or her immediate supervisor. The written request must include a description of how the religious practice conflicts with the employee's job duties and the employee's suggested accommodation.

The Executive Director will work with management to evaluate all disability and religious accommodation requests. Requests will be evaluated and the employee will be involved in an interactive process with The District to determine whether an accommodation is available that is reasonable and that would not create an undue hardship. An accommodation may be a change in job title, using paid leave or leave without pay, allowing an exception to the dress and appearance code that does not affect safety or uniform requirements, or for other aspects of employment.

Management and the employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed accommodation, the immediate supervisor will implement the decision. If

the employee rejects the proposed accommodation, he or she may request a review by Senior Management.

The District will not retaliate against employees for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management or co-workers.

#### Pay

Pay disparity between employees of opposite sex or of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and/or federal law, is prohibited. Pay differentials may be valid in certain situations defined by law such as; a seniority system, a merit system, a system that measures earnings by quantity or quality of production or a bona fide factor such as education, training or experience. Employees will not be retaliated against for inquiring about or discussing wages. However, The District is not obligated to disclose the wages of other employees.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

#### **Unlawful/Prohibited Harassment**

In addition to the Non-Discrimination policy, The District maintains a strict policy prohibiting harassment because of; race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), creed, color, sex, gender, pregnancy, pregnancy-related medical condition, perceived pregnancy, age, national origin (including possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, religion, religious dress practices, religious grooming practices, physical or mental disability, sexual orientation, gender identity, gender expression, marital status, registered domestic partner status, genetic characteristics or genetic information, medical condition, military and/or veteran status, reproductive health decision-making, perceived membership in a category, association with an actual or perceived member of a category, and/or all other protected characteristics pursuant to applicable federal, state and local law.

This policy applies to all persons involved in the operations of The District and prohibits such harassment by any employee of The District, including managers, supervisors and co-workers. The District also enforces this policy with third parties such as vendors and customers.

Prohibited harassment in any form, including verbal, physical and visual conduct, threats, demands, and retaliation, will not be tolerated. Similarly, harassment via any method such as verbal, non-verbal (gestures), email, text, written, fax or other will not be tolerated.

Sexual harassment may include one or more of the following, but is not limited to:

- 1. Unwanted sexual advances;
- 2. Sexual advances, propositions, requests or comments;
- Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, offers of job benefits in return for sexual favors;
- Visual conduct such as leering, sexually suggestive posters, photography, cartoons, drawings, or gestures;
- Verbal conduct such as epithets, derogatory comments, slurs, jokes, invitations, sexual advances or propositions, graphic verbal commentaries about an individual's body or sexually degrading words used to describe an individual;

- Sending or otherwise communicating sexually related messages, videos or pictures by any method:
- Physical conduct such as unwanted touching, impeding or blocking normal movement, or assault:
- 8. Physical or verbal abuse concerning gender, gender identity or gender expression; or
- 9. Verbal abuse concerning characteristics such as pitch of voice, facial hair, size or shape of a person's body.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire. Prohibited harassment is not just sexual harassment but harassment based on any protected category.

Other examples of prohibited harassment or discrimination may include but are not limited to the below when concerning any protected class:

- 1. Written, verbal or electronic jokes;
- 2. Inappropriate verbal, graphic or physical conduct;
- 3. Sending, posting or otherwise communicating harassing or discriminatory messages such as; videos, text messages, instant messages or via social media;
- 4. Racial or ethnic slurs, epithets or any other offensive remarks;
- 5. Threats, intimidation or other menacing behavior;
- 6. Retaliation for reporting or threatening to report harassment; or
- Other harassing or discriminatory conduct based upon one or more of the protected classes identified in this policy or by federal, state or local regulation.

Prohibited harassment which impairs an employee's working ability or emotional well-being at work violates this policy and will not be tolerated. While such conduct is generally unlawful only if it is severe and pervasive, The District's policy is a "no tolerance" policy which prohibits all such unlawful harassment even though the harassment may not be sufficiently severe or pervasive to constitute a violation of law.

Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

### Reporting Discrimination, Harassment and Retaliation

The District takes all complaints and concerns of discrimination, harassment and retaliation very seriously. An employee which believes he or she has been discriminated against, harassed, experienced retaliation or has observed discrimination, harassment or retaliation based on a protected class as explained above, should immediately follow these steps:

- The employee must immediately report, orally or in writing, any complaints or concerns of discrimination, harassment or retaliation to his or her immediate supervisor or any other manager of The District.
- If the Supervisor or Manager does not respond timely or if there is continued discrimination, harassment or retaliation concerns, the employee must immediately report complaints or concerns to the Executive Director.

The employee should include the details of the incident or incidents such as; the names of the individuals involved, the names of any witnesses, details of the incident, date, time and location.

Managers receiving complaints or concerns of harassment must immediately report such to the Executive Director to allow for consistent resolution throughout The District.

The District will take various steps to resolve a complaint or concern such as; timely response and impartial and timely interviews or investigations involving all parties and conducted by qualified personnel; investigations will be documented and tracked for reasonable progress; and investigations will be closed in a timely manner. Employees will participate in such interviews or investigations to assure accurate evaluation and determine whether The District's Non-Discrimination, Unlawful/Prohibited Harassment or retaliation policies have been violated. If The District determines that a policy has been violated, The District will take timely, remedial action commensurate with the severity of the offense. Action will also be taken to deter any future violation of District policy.

All information obtained regarding complaints or concerns of discrimination, harassment or retaliation and throughout any interview or investigation process will be kept confidential to the extent possible. Only individuals with a legitimate business need to know in order to allow for proper resolution may receive necessary information related to the complaint or concern.

The District will not retaliate against any employee for filing a complaint or participating in any investigation. The District will not knowingly permit retaliation by management or co-workers. Any retaliation must immediately be reported using the process above.

Employees should also be aware that the U.S. Equal Employment Opportunity Commission and the California Civil Rights Department (formerly the Department of Fair Employment and Housing) of the State of California have the authority to investigate complaints of discrimination, harassment and retaliation. The nearest office can be found by visiting www.eeoc.gov and https://calcivilrights.ca.gov/. The California Civil Rights Department 2218 Kausen Drive, Suite 100 Elk Grove, CA 95758, 800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711 contact.center@dfeh.ca.gov, https://calcivilrights.ca.gov/ (main website), https://calcivilrights.ca.gov/shpt/ (online sexual harassment training courses).

The District also recognizes the detrimental consequences of abusive conduct in the workplace such as a reduction in productivity and morale. Abusive conduct means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious. The District will review all complaints of abusive conduct.

Upon hire, all employees are provided the "Sexual Harassment, The Facts about Sexual Harassment" brochure. If you require another copy, please contact your supervisor or the Executive Director.

### Diversity, Equity and Inclusion

We are committed to fostering a diverse workforce, and maintaining a workplace that is equitable, inclusive and safe for all employees. From recruiting practices, to pay and benefits, promotions, and all other aspects of employment with us, an environment of equity is of the utmost importance.

We not only recognize that you, our employees, comprise a wide range of backgrounds and characteristics, but we believe those differences should be celebrated and valued. Whether it's race, religion, gender, national origin, ancestry, color, language, age, marital status, sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, genetic information/characteristics, veteran

Commented [VL6]: This policy is optional, but recommended.

status, political affiliation or any other characteristic, these are parts of each of you that contribute to your experiences as humans, and ultimately to the knowledge and expertise that make you a valuable asset to The District.

We are committed and determined that there is access, opportunity and advancement for all individuals. We are always looking for ways in which we can cultivate an inclusive work environment, strengthen our cultural competency, and train our managers and employees to provide opportunities for growth and development.

It is our intention that all our employees, regardless of any particular background or characteristic, are always treated with respect and dignity. Likewise, we expect that as our employees, you treat your coworkers, supervisors and other team members with the same dignity and respect at all times. Disrespect, inappropriate behavior or conduct toward others will not be tolerated and may subject an employee to disciplinary action, up to and including termination.

If you feel you have been mistreated, harassed, or discriminated or retaliated against in violation of The District's Harassment, Discrimination and Retaliation Prevention policy, please contact your supervisor or Executive Director.

# **EMPLOYMENT STATUS**

### **Employment Application**

We rely upon the accuracy of information contained in the employment application and/or the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

#### **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, our District is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by The District

#### **Anniversary Date**

The first day you work a scheduled shift as a regular employee will be your anniversary date. This date may be used to determine eligibility for various benefits and calculate tenure.

### **Employment Classifications**

There are a number of classifications into which an employee might fall. These include: Full-time, Part-time, Temporary, Intern and Seasonal. All employees, regardless of classification, are in an introductory period during the first 90 days of employment. During the introductory period, you will be able to determine if the position is a fit for you as well as your manager will be evaluating your performance and a review will be conducted upon completion of the 90-day introductory period. Completion of the introductory period does not guarantee continued employment for any period or duration; all employees are at-will even after completion of the introductory period.

Employee Classifications:

- Full-Time Employees: A full-time employee is an employee who is assigned a definite work schedule of at least Forty (40) hours per work week. The definition of Full-Time employee may be different for some purposes such as medical benefits.
- Part-Time Employees: A part-time employee is an employee who is regularly assigned a
  work schedule of fewer than Forty (40) hours per work week. Part-time employees are
  generally not eligible for employee benefits, other than paid sick leave, and any benefits
  required under state or federal law. \*\*Pro-rated benefits offering
- 3. <u>Temporary or Intern or Seasonal Employees:</u> A temporary, intern, or seasonal employee is an employee who falls within one or more of the following categories: individuals who are expected to be employed for less than six months at the time of hire; individuals whose hourly work schedule per week is expected to be irregular or on an as-needed basis;

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Commented [VL8]: This policy is highly recommended.

Commented [VL9]: This policy is optional.

**Commented [VL10]:** This policy is highly recommended and is customizable for each client.

**Commented [VL11]:** Typically, employers in CA define full-time as either 30 or 40 hours per week. FYI- The CA Labor Code says that full-time is 40 hours, but the ACA requirements for health insurance for  $50+ee^+s$  require 30 hours for eligibility.

individuals who are hired as interim replacements to assist in the completion of a specific project or for time off relief; individuals working through a school or educational program.

Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary, intern, and seasonal employees retain that status until they are notified of a change. These classifications are not eligible for any of The District's benefit programs, other than paid sick leave, and any benefits required under state or federal law.

 Inactive Status: Employees who are on any type of leave of absence, work-related or nonwork-related, that exceeds any protected state, federal or local leave of absence will be placed on inactive status.

Unless health benefits extension is covered by local, state or federal law, benefits will terminate according to our insurance carrier's policy. Employees on inactive status may be eligible under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or the California Continuation Benefits Replacement Act (Cal-COBRA) to elect to continue their health care coverage at the employee's expense. Contact the Executive Director, for more information.

All positions will further be designated as Non-Exempt or Exempt:

- 1. <u>Non-Exempt:</u> Non-Exempt Employees are entitled to overtime pay and other requirements as required by applicable federal and state law.
- 2. Exempt Employees: Exempt Employees are not entitled to overtime pay pursuant to applicable federal and state laws.

Employees will be informed of their assigned employment classification upon hire and as modified. Any questions regarding employment classification should be directed to your manager.

# WAGES

#### Wage Information

The District maintains a compensation program which compensates employees for the position held and their performance in that position. Compensation adjustments may be determined on the basis of performance, adherence to The District's policies and procedures, the employee's proven ability to meet or exceed the assigned duties and in compliance with State, Federal and Local regulations. In addition, the overall success of The District will be considered when evaluating compensation increases.

In the event that an employee's compensation is based, in whole or in part, on commissions or piece-rates, the employee will be provided a compensation agreement or plan which explains the details of the commission or piece-rate plan. This agreement will be required to be signed by the employee and a representative of The District. Such an agreement will remain in effect until any changes are made in writing and signed by both parties.

Tips/gratuities are considered wages and must be reported for compliance purposes. Should an employee receive a tip, please contact the Executive Director for proper reporting procedure.

## Workweek and Pay Period

The District's workweek for wage calculation is 12:01 a.m. Sunday to midnight on Saturday.

Payroll is on a bi-weekly schedule with checks issued every other Wednesday. Timesheets are to be submitted by Noon on Monday following the close of the pay period. Should the established pay day fall on a holiday, checks will be issued the last working day prior to the holiday. Checks may not be picked up by anyone other than the employee unless The District is authorized in advance and in writing by the employee.

The District offers direct deposit as a convenience for employees. To begin automatic deposit, employees must complete a Direct Deposit Enrollment form and return it to payroll.

Any errors in your payroll must be immediately reported to your manager.

The District does not provide payroll advances or otherwise lend any money to employees.

#### **Hours of Work**

Employees will be assigned a work schedule based on their position, classification and the needs of the business. An employees' work schedule shall be established in accordance with the needs of The District and may vary.

Employees are expected to work their scheduled hours and any variation must receive prior approval from management.

All hours worked must be accurately recorded and reported in compliance with The District's timekeeping policy.

#### **Timekeeping**

The District requires all non-exempt employees to report actual time worked on a hard copy timecard or combination of electronic and hard copy depending on their position. Non-exempt employees must accurately record the beginning and end of each shift, including the beginning and ending of the employee's

Commented [VL12]: This policy is highly recommended.

**Commented [VL13]:** This policy is highly recommended.

Commented [VL14]: This policy is highly recommended.

Commented [VL15]: This policy is highly recommended.

meal break. All times an employee is engaged in work must be reported as hours worked.

Altering, falsifying, or tampering with your own time records, or recording time on another employee's time record, will subject the employee(s) involved to disciplinary action, up to and including termination.

Exempt employees will be required to report any absences in compliance with Federal and State regulations.

Non-Exempt employees are discouraged from performing any "off-the-clock" work. This includes, but is not limited to:

- Accessing your email through any device; laptop, smartphone, or any other device, and responding to or sending work-related emails;
- Logging onto The District's computers through remote computing access or any other cloud computing or remote services (including SaaS, Webmail, Outlook, GoToMeeting, or any other similar District provided service);
- Checking voicemails and responding to phone calls or voicemails; or
- · Texting others for work purposes.

Employees must report all of their working time, no matter how short in duration. This includes any work performed at work, at home, or anywhere else on behalf of The District including work performed in hard copy, electronic format or on District or personal equipment. Employees are required to report all hours worked even if the hours were not previously approved by their manager or management. Violations of this rule will be subject to review.

#### Make-Up Time

The District allows non-exempt employees to utilize makeup time to tend to personal obligations. Employees may take time off and then make up the time later in the same workweek or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek. The District does not encourage, discourage or solicit the use of makeup time. Makeup time worked will not be paid at an overtime rate.

Employees must complete the Makeup Time Request form for each occurrence and receive approval 24 hours in advance of either taking the time off or making up time, whichever occurs first. Makeup time is subject to management approval and the needs of the business.

Time taken off and makeup time must occur in the same District-established work week and employees may not work more than 11 hours in any workday or more than 40 hours in a workweek.

Should an employee take time off and then be unable to work the scheduled makeup time, unworked time will be unpaid. Similarly, should an employee request makeup time then no longer need the scheduled time off, the employee must receive prior approval from his or her manager before working any overtime.

## Paycheck Deductions/Garnishments

The District is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

When an employee's wages are garnished by a court order, our District is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our District will, however, honor

**Commented [VL16]:** This language is optional, but highly recommended.

Although the law does not require employers to pay for work they do not know or have no reason to know about, the DOL holds employers accountable for what they should have known or discovered through reasonable diligence, so it is important for employers to make every attempt to monitor for "off the clock" work and prevent such work from occurring. Accordingly, most employment attorneys now recommend that employers include a policy like this one in their handbook.

Commented [VL17]: This policy is optional.

Employers cannot require the use of makeup time. But employees can choose to utilize makeup time if they want to, with company pre-approval. We highly recommend that all makeup time requests be documented in writing.

Commented [VL18]: This policy is highly recommended.

federal and state guidelines which protect a certain amount of an employee's income from being subject to garnishment.

Should an employee identify an error in their deductions or garnishments, they must immediately report their concern to payroll for further evaluation and correction.

#### **Meal Periods**

Each non-exempt employee is authorized and permitted to take a 30-minute unpaid meal period during each day in which he or she works at least five (5) hours. Managers will inform employees when they are scheduled for a 30-minute unpaid meal based upon their position. Each non-exempt employee must begin his or her 1st meal period <u>before</u> working over five (5) hours and is entitled to a 2<sup>nd</sup> unpaid meal period before working ten (10) hours. If an employee works over 10 hours, but not more than 12 hours, the employee may voluntarily waive his/her 2<sup>nd</sup> meal period as long as he/she has taken the first meal period. If an employee works a shift that is <u>less than</u> six (6) hours, the employee may voluntarily waive his/her meal period. However, the shift must be completed in six (6) hours and a meal period waiver must be on file in advance of the employee skipping the meal period in order to take advantage of this exception. The District does not require its employees to waive meal periods.

Duration of	0 Meal Breaks	1 Meal Break	2 Meal Breaks
Shift in Hours		(Unpaid)	(Unpaid)
0 – 4:59	X		
5.0 - 5:59		X	
		(Unless valid	
		waiver)	
6.0 - 10:00		X	
10.01 – 12:00			X
			(Unless valid
			waiver of second
			meal break) (first
			meal break must
			have been taken)
12.01 – 18.0			X
			(No waiver of
			either break
			available)

## **Rules Related to Meal Periods:**

- Non-exempt employees are provided an unpaid meal break (30 minutes) before working more than 5 hours
- Non-exempt employees are provided a 2<sup>nd</sup> unpaid meal break before they work over 10 hours. (Employee can waive this 2<sup>nd</sup> meal period if they will complete their shift in less than 12 hours and have taken their first meal break.)
- 3. Employees are relieved of <u>all duty</u> during their meal periods
- 4. The meal periods are uninterrupted and at least 30 minutes in length
- 5. Employees are free from the control of the employer during their meal periods
- 6. Employees are free to leave the premises during their meal periods.
- Employees are required to clock out for their meal periods and must record the time the meal period started and ended on their timecard

In limited situations, certain designated employees may be required to work an on-duty meal period due to the nature of the employee's duties. Only if the nature of your job duties requires it, and you and The District

Commented [VL19]: This policy is highly recommended.

have agreed to an on-duty meal period in writing, will you be permitted to take an on-duty meal period. In this situation, your on-duty meal period will be paid and treated as hours worked.

If, for any reason, an employee believes that he/she is not being provided or afforded meal breaks in accordance with the rules set forth above, the employee must immediately report the concern to the Executive Director. No employee will be retaliated against for bringing a complaint related to meal or rest breaks to management's attention.

# **Rest Periods**

Each non-exempt employee is authorized and permitted to take a paid fifteen (15) minute rest period for every four (4) hours worked or major fraction thereof. However, employees whose total daily work time is less than three and one-half (3½) hours are not entitled to any paid rest period. Rest periods should be taken near the middle of the morning and afternoon work periods.

Hours Worked		Number of 15-minute Rest Breaks	
	0 to 3.49 hours	0	
	3.5 to 6.0 hours	1	
	6.01 to 10 hours	2	
	10.01 to 14 hours	3	
	14.01 to 18.0	4	

Rest periods should not be added to meal breaks nor can they be subtracted from the number of hours you are assigned to work each day. Employees are free to leave the premises during rest periods however must be back by the end of the 15 minutes. Employees who do not adhere to District policies and state law regarding meal breaks and rest periods will be subject to disciplinary action, up to and including termination.

If, for any reason, an employee believes that he/she is not being provided or afforded rest breaks in accordance with this policy, the employee should immediately report the concern to the Executive Director No employee will be retaliated against for bringing a complaint related to rest breaks to management's attention.

Commented [VL20]: This policy is highly recommended.

# BENEFITS AND LEAVES OF ABSENCE

# **Paid Sick Leave**

All employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment will be entitled to paid sick time.

Employees will accrue Paid Sick Leave at a rate of one (1) hour for every thirty (30) hours worked up to a maximum of 48 hours Exempt employees are presumed to work 40 hours per workweek for purposes of sick time accrual. If your normal workweek is less than 40 hours, accrual will be based on your normal workweek.

Employees will need to meet the 90-day employment requirement before taking any paid sick leave.

Under California's Paid Sick Leave, employees are permitted to use no more than 24 hours or 3 days of Paid Sick Leave within each calendar year for adherence to this policy. Employees electing to use PTO for sick leave after exhausting 24 hours or 3 days under this policy must submit a Time Off Request in writing to your immediate supervisor, at least two (2) weeks in advance (see PTO Policy).

Employees may elect to use Paid Sick Leave beginning the 90<sup>th</sup> day of employment by making a written or oral request to their manager for purposes outlined below. If the need for Paid Sick Leave is foreseeable, employees must provide such notice to their manager. Available Paid Sick Leave may be used in two-hour increments.

Paid Sick Leave may be used for an employees' self or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

For purposes of Paid Sick Leave, "Family Member" is defined as any of the following:

- A child, biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child
- 3. A spouse
- 4. A registered domestic partner
- A grandparent
- 6. A grandchild
- 7. A sibling
- A person designated by you at the time you request paid sick leave. You will be limited to making this designation once per 12-month period for purposes of paid sick leave.

Paid Sick Leave will be paid at the employees' regular rate of pay. Sick leave absences after an employee has exhausted their accrued paid sick time may require evaluation for a leave of absence and/or information

Commented [VL21]: This policy is required in CA.

**Commented [AB22]:** I think a bridge is needed from here to PTO - this makes it sound like they can only take 3 days off for being sick, when in fact PTO covers sick time too.

**Commented [AB23R22]:** Better yet, rewrite to incorporate this sick leave into the PTO section

Commented [AB24R22]: Does ADP have to show this sick leave as a separate accrual to PTO?

**Commented [LK25R22]:** It's not required; however, it's the employers responsibility and burden to prove in any situation the an employee did indeed receive this protected leave.

What we've seen under PTO plans is that it's not tracked and then employees claim they never received it opening the company to risk.

**Commented [LK26]:** New language to bridge Paid Sick Leave to PTO

**Commented [VL27]:** An employer can set a "reasonable minimum increment" of time that must be taken not to exceed two hours.

Most employers choose either 1 hour or 2 hour increments.

from a physician to ensure the employee can safely return to work.

The District has established the 12-month period for Sick Leave as January 1 through December [31]. Unused Paid Sick Leave does not carry over from year to year and unused Paid Sick Leave will not be paid out upon separation of employment. Employees who separate employment and return to the employer within 12 months will have the amount of available sick leave upon separation reinstated upon rehire.

An employee will not be retaliated or discriminated against for the request or use of paid sick leave as defined. Sick leave will run concurrent with leaves of absence where permitted by state and federal regulations.

This Paid Sick Leave policy is intended to comply with California's Healthy Workplaces/Healthy Families Act requirements and should be construed and implemented accordingly.

#### Paid Sick Leave and Workers' Compensation Benefits

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused paid sick leave, you may use paid sick leave to receive pay for these absences.

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute paid time off for further absences from work, related to your illness or injury.

# Paid Time Off (PTO)

Employees can use accrued PTO beginning the 90<sup>th</sup> day of employment. PTO can be used as time off for rest and relaxation such as a vacation or for sick leave as defined below.

# **Accrual**

Years of Service	Pay Period	Stated Annually	Maximum Accrual
0-1 year (0-12 months)	4.00 hours	104 hours	114.40 hours
1-3 years (12-36 months)	5.54 hours	144 hours	158.40 hours
3-6 years (36-72 months)	7.08 hours	184 hours	202.40 hours
6-15 years (72-180 months)	8.62 hours	224 hours	246.40 hours

Employees electing to use PTO for anything other than sick leave must submit a Time Off Request in writing to your immediate supervisor, at least two (2) weeks in advance. If the need for sick leave is foreseeable, employees must provide such notice to the managing partners. If the need for sick leave is not foreseeable, employees should comply with the Attendance policy and provide as much notice as possible.

**Commented [VL28]:** May need to change this if the Company goes by an employee DOH rather than calendar year.

**Commented [VL29]:** This policy should be used if the client does not offer separate sick time and vacation time. If this is the case, remove the above Paid Sick Leave and Vacation policies

Employees may use PTO for sick leave once they make an oral or written request for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

For purposes of Sick Leave, "Family Member" is defined as any of the following:

- (1) A child, biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status
- (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child
- (3) A spouse
- (4) A registered domestic partner
- (5) A grandparent
- (6) A grandchild
- (7) A sibling
- (8) A person designated by you at the time you request paid sick leave. You will be limited to making this designation once per 12-month period for purposes of paid sick leave

Sick leave absences greater than 3 consecutive days may require evaluation for a leave of absence and/or information from a physician to ensure the employee can safely return to work.

PTO will be paid at the employees' regular rate of pay. Regular rate of pay may vary, speak to your manager if you have questions regarding the pay for PTO.

Unused vacation will accrue and rollover from year-to-year, based on the employee's specific anniversary date, up to a maximum of [at least 1.5] times the annual allotment of vacation that the employee is eligible to earn. Once this cap is reached, no further PTO time will be granted until the employee drops below the cap.

The District may allow employees to take an advance on PTO that has not yet been accrued and/or allow PTO donation will be considered on a case-by-case basis. A request to take an advance on PTO, to donate PTO or take time off without pay will be considered at the district's discretion, and each request will be considered as it arises. For more information, please contact the Director of Finance.

Employees do not accrue PTO if they are on a leave of absence for any reason, including, but not limited to, an industrial or non-industrial injury, disability or medical leave, pregnancy disability leave.

The District maintains records regarding PTO, you should check your PTO leave balance on a regular basis to ensure that you have been credited with the correct amount of PTO hours. If you believe that the accrual amount indicated is in error, then you must immediately notify the Director Finance for a PTO account review

An employee will not be retaliated or discriminated against for the request or use of PTO for sick leave.

This policy is intended to comply with California's Healthy Workplaces/Healthy Families Act requirements and should be construed and implemented accordingly.

Accrued and unused PTO will be paid out upon separation of employment.

#### **Holidays**

This policy shall apply to all employees. The following days shall be recognized and observed as paid holidays, paid based on the percentage of full time that each employee is regularly scheduled to work.

**Commented [VL30]:** Due to current case law in CA, we do not recommend a cap of less than 1.5 times the annual accrual rate.

**Commented [AB31]:** We sometimes do, case by case. There have also been instances where staff donate PTO to other staff who don't have enough accrued. I wonder if we should include this

Commented [LK32]: Updated verbiage for PTO Advance

Commented [AB33]: Fix

**Commented [VL34]:** This policy is optional and customizable. Paid holidays are not required under CA law.

New Year's Day Martin Luther King Day President's Day Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Day ½ Day Christmas Eve Christmas Day ½ Day New Year's Eve Two Floating Holidays\*

Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.

To be eligible for holiday pay, you must work on your last scheduled workday immediately prior to, and your first scheduled workday immediately after the designated holiday, unless your absence is excused or protected under applicable law or due to a pre-approved vacation. Employees on unpaid leaves of absence are not eligible for holiday pay while on a leave of absence or when requested to work during a paid holiday and the employee refuses to do so.

We will pay non-exempt employees holiday pay at their regular straight time hourly rate in effect at the time the holiday is observed. Non-exempt employees will be paid holiday pay equivalent to the number of hours they are normally scheduled to work on the day which the holiday falls up to a maximum of <a href="eight">eight</a> hours. Part time employees' pay will be prorated based on the number of hours per week scheduled to work.

Non-exempt employees whose schedule falls outside the observed holiday will be provided a floating holiday with the number of hours being equivalent to their normally scheduled shift up to a maximum of eight (8) hours to be used within the same week of the observed holiday.

Holiday pay is not considered hours worked and does not count toward overtime. You will not receive holiday pay if you are scheduled to work but do not report to work on a designated holiday.

Exempt employees will not receive additional holiday pay, but they will not incur any reduction in pay for a partial week absence due to a District-observed holiday.

If you recognize alternative holidays for religious purposes, contact the Executive Director to discuss your right to take additional religious holidays without pay.

#### **Health Benefits**

Upon successful completion of the probationary period, full-time and part-time (20 hours per week minimum) employees are eligible for medical benefits. Currently at this time, the RCD does not have a medical plan; however, the RCD will contribute to the cost of an employee's own medical, dental, and vision benefits in an amount to be established by the Board of Directors. This amount will be deposited to the employee's 457 plan and is considered as pre-tax income. If an employee desires to have this amount paid directly to the employee to pay his or her own medical plan premiums, all or in part, then this amount will be considered as taxable income and included pro rata in the employee's bi-weekly paycheck.

# **Pregnancy Disability Leave and Pregnancy Accommodation**

It is the policy of The District to provide pregnancy disability leave to employees in accordance with the California Pregnancy Disability Act.

**Commented [VL35]:** This number should be adjusted for any alternative workweek schedules.

OPTIONAL For example, if you are regularly scheduled to work 10 hours per work day (under our AWS), and you are eligible to receive holiday pay, you will receive 10 hours of pay at your regular straight time hourly rate in effect at the time the holiday is observed. If you are regularly scheduled to work 8 hours per work day, you would receive 8 hours of pay, etc.

Commented [VL36]: If client desires, add language about providing additional pay for employees who work on a paid holiday.

Commented [VL37]: This policy is required in CA.

An employee will be provided pregnancy disability leave for that period of time when she is disabled and unable to work due to pregnancy, childbirth, breastfeeding, and/or related medical condition up to a cumulative maximum of four months' (one-third of a year or 17 1/3 weeks) of leave per pregnancy. The four-month period is defined as the number of days the employee would normally work within four calendar months, if the leave is taken continuously, following the date the pregnancy disability leave commences. For a full-time exempt employee or a full-time hourly employee who works 40 hours per week, the employee is entitled to 694 hours of leave. For hourly employees who work more or less than 40 hours per week, the number of working days/hours of leave is calculated on a pro rata or proportional basis. If an employee's schedule varies from month to month, a monthly average of the hours worked over the four-month period prior to the beginning of the leave will be used to calculate the employee's normal work month.

A pregnant employee is entitled to a reasonable accommodation in the workplace, where medically necessary or advisable and if no undue hardship is caused to The District. Such accommodation may include a temporary job transfer or temporary reassignment of non-essential job duties. The following rules and policies apply to all requests for pregnancy disability leave, transfer and/or pregnancy accommodation in the workplace.

Employees who need to take pregnancy disability leave must inform The District when a leave is expected to begin and how long it will likely last. Prior to the commencement of a pregnancy disability leave, the employee must present her health care provider's certificate certifying that she is disabled and unable to work as a result of the pregnancy, childbirth, or related medical condition, and the employee must return to work as soon as her health care provider certifies that she is again capable of working. Pregnancy disability leave begins when ordered by the employee's health care provider. The certification from the employee's health care provider should contain:

- The date on which the employee became disabled due to pregnancy;
- The probable duration of the period or periods of disability due to pregnancy, childbirth and/or breastfeeding; and
- A statement that, due to the disability, the employee is unable to perform one or more
  of the essential functions of her position without undue risk to herself, the successful
  completion of her pregnancy, or to other persons.

Such certification must be provided within 15 days of the when the request is made by The District.

If the need for a leave or job transfer is foreseeable, employees should provide notification at least 30 days before the pregnancy disability leave or job transfer is to begin. If 30 days' advance notice is not possible, notice must be given as soon as practical. Employees must also consult with the Human Resources Department regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of The District.

Upon the request of a pregnant employee and recommendation of the employee's health care provider, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child. Requests for temporary transfers of non-essential job duties will be reasonably accommodated if the jobs and rights of others are not unduly affected and there is no undue hardship to The District.

While on pregnancy disability leave, an employee's District-sponsored health benefits will be continued and the employee will be responsible for her share of the regular co-pay as if she were continuing to work. No sick, holiday, or vacation benefits will accrue during a pregnancy disability leave of absence.

Duration of the leave will be determined by the advice of the employee's health care provider, but a pregnancy disability leave may not exceed, cumulatively, four months or 17 1/3 weeks. Pregnancy disability leave includes any period of time of actual disability caused by the employee's pregnancy, childbirth, or related medical condition, including time off for severe morning sickness, prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, and/or

loss or end of pregnancy.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. For employees who take intermittent leave or work a reduced work schedule during pregnancy disability leave, The District will account for increments of intermittent leave or reduced work schedules using an increment no greater than the shortest period of time The District uses to account for use of other forms of leave, but not greater than one hour. If the employee's health care provider provides medical certification that an employee has a medical need to take intermittent leave or leave on a reduced work schedule because of pregnancy, The District may require the employee to transfer temporarily to an available alternative position that meets the needs of the employee. If The District requires the employee to transfer to an alternative position, the employee will receive the same rate of pay and benefits as those earned in the employee's regular position.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to a comparable position, if one is available. However, an employee returning from a pregnancy disability leave has no greater right to reinstatement to the same position (or a comparable position) than if she had been continuously employed with The District. If an employee returning from pregnancy disability leave cannot be reinstated to her original position, The District will evaluate the current job vacancies and will endeavor to provide a comparable position for which she is qualified on her scheduled reinstatement date or within 60 calendar days of that scheduled reinstatement date. During this 60-calendar day period, The District will affirmatively look for comparable vacancies and will provide notice to the employee of available positions in person, by letter, telephone or email, or by links to postings on The District's website (if The District devotes a section on the website to job openings.)

Such above stated leave will be unpaid unless Paid Sick Leave is available. If Paid Sick Leave is available, it must be used during Pregnancy Disability Leave. The use of PTO is not required.

Pregnancy Disability Leave may run concurrently with other leaves where applicable and in accordance with State and Federal laws.

Please contact Executive Director for more information and/or to request use of Pregnancy Disability Leave.

#### **Lactation Accommodation**

The District recognizes lactating employees' rights to request lactation accommodation and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to exception allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time shall be unpaid.

Subject to exception allowed under applicable law, the lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. The District will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a refrigerator cannot be provided, The District will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include an employee's private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

Commented [VL38]: This policy is required in CA.

Commented [VL39]: Include if client is under 50 employees and believes they cannot comply with the requirements and are exempt.

https://www.dir.ca.gov/dlse/DLSEManual/dlse\_enfcmanual.pdf

Employees who desire lactation accommodations should contact the Executive Director to request accommodations. An employee's request may be provided orally, by email, or in writing, and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

The District will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise been denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

# California Family Rights Act (CFRA)

California's California Family Rights Act (CFRA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- You have been employed with The District for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply).
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave.

Leave may be taken for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job.
- To care for your family member who has a serious health condition. For purposes of CFRA leave, a "family member" includes your:
  - Spouse
  - Parent
  - · Child of any age
  - · Registered domestic partner
  - Grandparent
  - Grandchild
  - Sibling
  - Parent-in-law
  - A person designated by you at the time you request paid sick leave. You will be limited to making this designation once per 12-month period for purposes of paid sick leave.
- The birth of your child, or placement of a child with you for adoption or foster care.
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces of the United States. (See Qualifying Exigencies Related to Active Duty below).

Please note that incapacity due to pregnancy, prenatal medical care or childbirth is not an eligible reason for CFRA leave. (See the *Pregnancy Disability Leave* Policy for more information).

For additional information about eligibility for CFRA leave, contact HR ROLE.

**Commented [VL40]:** This policy applies to clients in CA who have 5 or more employees.

#### Qualifying Exigencies Related to Active Duty

Eligible employees whose spouse, domestic partner, child or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but are not necessarily limited to, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

# Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of CFRA leave may be taken, The District uses rolling year measured backward from the date an employee uses any CFRA leave.

#### Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA leave. Employees who take time off for pregnancy disability will be placed on pregnancy disability leave (PDL). (See *Pregnancy Disability Leave* policy for more information.)

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, The District will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The District may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

#### Leave Procedures

The following procedures shall apply to CFRA leave:

- Please contact TITLE as soon as you realize the need for family/medical leave. If the leave is based
  on the expected birth, placement for adoption or foster care, or planned medical treatment for your
  serious health condition or that of a family member, you must notify The District at least 30 days
  before leave is to begin. You must consult with your supervisor regarding scheduling of any planned
  medical treatment or supervision in order to minimize disruption to the operations of The District.
  Any such scheduling is subject to the approval of your health care provider or the health care
  provider of your family member.
- If you cannot provide 30 days' notice, The District must be informed as soon as is practical.
- If the CFRA request is made because of your own serious health condition, The District may
  require, at its expense, a second opinion from a health care provider that The District chooses. The
  health care provider designated to give a second opinion will not be one who is employed on a
  regular basis by The District.
- If the second opinion differs from the first opinion, The District may require you, at The District's
  expense, to obtain the opinion of a third health care provider designated or approved jointly by you
  and the employer. The opinion of the third health care provider shall be considered final and binding
  on you and The District.

# Certification

We require you to provide certification. You will have 15 calendar days from The District's request for certification to provide it to The District, unless it is not practical to do so. The District may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. (For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.) If you do not provide medical certification in a timely manner to substantiate the need for family and medical

leave, The District may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition
- Probable duration of the condition
- Estimated amount of time for care by the health care provider
- Confirmation that the serious health condition warrants your participation

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition
- Probable duration of the condition.
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition

If you are on leave because of your own serious health condition, The District will also require a medical release to return to work form or certification from your health care provider that you are able to resume work

Failure to provide a release to return to work from your health care provider may result in denial of reinstatement until the certificate is obtained.

## Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. Special certification requirements apply to leaves related to military service.

#### Substitution of Paid Leave

Generally, CFRA leave is unpaid. The District may require, or you may choose, to use accrued paid leave while taking CFRA leave. In order to use paid leave for CFRA leave, you must comply with The District's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact TITLE.

#### Reinstatement

Under most circumstances, upon return from CFRA leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on CFRA leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of CFRA leave will not result in the loss of any employment benefit that the employee earned before using CFRA leave.

#### Time Accrual

Please contact TITLE with any questions regarding accrual of other District provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid CFRA leave.

#### Carryove

Leave granted under any of the reasons provided by CFRA and/or FMLA will be counted as family/med ical leave and will be considered as part of the 12-workweek entitlement in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

#### Intermittent Leave

You may take CFRA leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour maximum.

See also the discussion of Pregnancy, Childbirth or Related Conditions and Baby Bonding above.

# Time Off for Jury Duty and Witness Duty and for Victims of Crimes

In the following instances, employees are eligible for time off from work when necessary as described below.

#### Jury Duty

Employees called to jury duty will be released from work on leave during their period of jury service. An employee called to jury duty must: (1) promptly present to his or her manager a copy of the jury duty summons; (2) report daily for work before and/or after jury duty as is reasonably practicable; and (3) present to his or her manager proof of service upon completion of jury duty.

Exempt employees will be paid for any week when the employee works any part of the work week while serving on Jury Duty. Nonexempt employees summoned for Jury Duty will receive unpaid time off to complete required jury duty service. Employees released from Jury Duty service before the end of their scheduled workday must report to work upon release.

#### Witness Duty

The District will also grant unpaid time off for court appearances as a witness when the employee is required to appear as a result of a court-ordered subpoena. Employees must notify their manager of the need for time off for a court appearance as soon as the subpoena is received and present the manager with a copy of the subpoena.

#### Victims of Domestic Violence, Sexual Assault, or Stalking

Employees who are victims of domestic violence, sexual assault, or stalking are eligible for unpaid leave; however, an employee may use sick, PTO during this unpaid time off consistent with The District's time off policy. Leave may be taken when an employee who is a victim of domestic violence, sexual assault, or stalking needs time off work to attend related legal proceedings such as to obtain, or attempt to obtain, a restraining order or other relief to help ensure the health, safety, or welfare of himself or herself or his or her child(ren).

In addition, when 25 or more employees are employed, employees may request a written notice about the rights of victims of domestic violence, sexual assault or stalking and employees who are victims of domestic violence, sexual assault or stalking are eligible for unpaid leave (sick, PTO may be elected) to:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking,
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of the domestic violence, sexual assault, or stalking,
- Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking
- Participate in a safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation,
- Attend to legal proceedings.

The employee must give his or her manager reasonable advance notice of the intention to take time off for

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this purpose, unless advance notice is not feasible. If an unscheduled absence for this purpose is necessary, then the employee must provide certification to his or her manager within a reasonable time after the absence. Certification should be in the form of a police report, a court order or other evidence that the employee has appeared in court, and/or documentation from a medical professional, domestic violence or sexual assault victim's advocate, or counselor that the employee was undergoing treatment for injuries or abuse resulting from domestic violence and/or a sexual assault. The District will also provide reasonable accommodation to employees who are the victims of domestic violence, sexual assault, or stalking to enhance their safety in the workplace. To the extent allowed by law, The District will maintain the confidentiality of any employee requesting leave for this purpose. In addition, no disciplinary action will be taken against an employee who takes time off work for this purpose.

#### Crime Victim or Family Member of Crime Victim

An employee is eligible for unpaid leave if the employee needs to attend a judicial proceeding related to certain types of violent or serious crimes if the employee is:

- A victim of the crime, including, but not limited to, felony domestic violence, felony stalking and felony child abuse
- The immediate family member of a victim of the crime (for this purpose, "immediate family member" means spouse, child, stepchild, brother, stepbrother, sister, stepsister, parent, or stepparent);
- The registered domestic partner of a victim of the crime; or
- The child of a registered domestic partner of a victim of the crime.

Before the absence, the employee must give The District a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. When advance notice is not feasible, or an unscheduled absence occurs, no disciplinary action will be taken against the employee if the employee provides The District with documentation evidencing the judicial proceeding within a reasonable time after the absence. Documentation may come from any of the following:

- The court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness office that is advocating on behalf of the victim.

An employee may elect to use accrued PTO for any time missed from work for this purpose. The District will not discharge, discriminate against, or retaliate against any employee because of his/her need to take this unpaid leave. To the extent allowed by law, The District will maintain the confidentiality of any records provided by the employee requesting leave for this purpose.

# Time Off for Voting

In the event that an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time. An employee will be allowed to take off only that amount of time that is necessary to vote. Up to two hours of time off to vote is paid time off (exempt employees will be paid for a full day's work so long as the employee worked at least part of the workweek). Where possible, the employee shall give his or her manager at least two workdays' notice that time off to vote is needed. Employees will be required to show proof of voting.

#### Parental Leaves for Children in School

#### School Appearance Leave

As required by California law, an employee will be granted unpaid time off as needed to attend to school disciplinary matters involving the employee's child. The employee must give reasonable notice to his or her manager prior to taking the time off work. Also, the employee will be required to present documentation from the school to his or her manager confirming that the visit took place.

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#### School Activities Leave

When 25 or more employees are employed, The District provides employees with up to 40 hours of unpaid time to participate in covered school activities. An employee who is the parent or guardian of a child, or children, in a licensed day care center or in kindergarten through twelfth grade may take up to 40 hours each year (but not exceeding eight hours in any month) of unpaid time off to participate in activities of the child's, or children's, school or day care center.

An employee, regardless of the number of children in the employee's household, is entitled to no more than eight hours in any month, and no more than 40 hours each year, of unpaid time off to participate in activities of the child's, or children's, school or day care center. If both parents of the child are employed by The District and both request time off for the same time period to participate in an activity of their child's school or day care center, then only the parent who first requests the time off from his or her supervisor will be allowed the time off for that particular school activity.

#### Parent is defined as:

- 1. Parents
- 2. Guardians
- 3. Grandparents
- 4. Stepparents
- Foster parents
- 6. Persons standing in loco parentis to a child

#### **Covered Activities**

- 1. To find, enroll, or re-enroll a child in school or with a licensed child care provider
- 2. To participate in activities of the school or licensed child care provider
- 3. Tend to a Child Care Provider or School emergency as defined below:
  - a. The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider.
  - b. Behavioral or discipline problems.
  - Closure or unexpected unavailability of the school or child care provider, excluding planned holidays.
  - d. A natural disaster, including, but not limited to fire, earthquake or flood.

Employees must give reasonable notice to their supervisor prior to taking the time off work. Employees will be required to use any accrued and unused PTO time for this leave before taking any unpaid leave.

## **Bereavement Leave**

The Company will provide eligible employees up to five days of unpaid bereavement leave in accordance with the California Family Rights Act.

# Eligibility

To be eligible for bereavement leave, you must be employed by the Company for at least 30 days prior to the start of leave.

#### Reasons for Leave

Eligible employees may take bereavement leave for the death of a family member. As used in this policy:

• Family member means your child, parent, grandparent, grandchild, sibling, spouse, or domestic

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partner.

- Child means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic
  partner; or a person to whom you stand in loco parentis.
- Parent means a biological, foster, or adoptive parent; a parent-in-law, a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- Sibling means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

## Use of Leave

Eligible employees will be provided up to five days of unpaid bereavement leave in the event of the death of a family member. The five days of bereavement leave do not have to be taken consecutively. Bereavement leave must be completed within three months of the date of the family member's death.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid bereavement leave.

Bereavement leave will run concurrently with other federal/state laws where permitted by law.

#### **Notice**

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

You may be required to provide reasonable documentation of your need for leave. This may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. This documentation must be provided within 30 days of your first day of leave.

All information received by the Company regarding your request for bereavement leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

#### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

# **Volunteer Civil Service Leave**

Employees required to perform civil service duties, as defined below, will be provided with an unpaid leave of absence when required to perform emergency duty.

1. Volunteer firefighters

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- 2. Reserve peace officers
- 3. Emergency rescue personnel, defined as any person who is an officer, employee or member of:
- A fire department, fire protection or firefighting agency of the federal government, California State government, local government, special district or other public or municipal corporation of political subdivision of California.
- 5. An officer of a sheriff's department, police department or private fire department.
- 6. Members of disaster medical response teams sponsored or requested by the State.

Employees must inform their manager as soon as they become aware of the need for such a leave of absence.

# Military Leave

Employees will be given necessary time off when required to fulfil military obligations of any branch of the Armed Forces of the United States. Employees must inform and Executive Director present the military orders as soon as received and provide advance notice, unless made impossible by military requirement, so proper arrangements may be made.

Employees qualifying for Military leave will be provided with unpaid time off in accordance with State and Federal wage and hour laws. Employees may elect to apply vacation time upon making a written request.

Employees will be reinstated upon completion of Military service in compliance with Federal and State Laws such as Uniformed Service Employment and Reemployment Rights Act. Such laws may impose timing requirements, therefore; it is important that the employee maintain communication with the employer on anticipated leave and return dates.

# Military Spouse Leave

When 25 or more employees are employed, qualified employees will be eligible for an unpaid leave of absence of up to ten (10) days when a qualified military servicemember spouse is on leave from deployment during a period of military conflict.

To be eligible for Military Spouse Leave employees must:

- Be the spouse or registered domestic partner of a qualified servicemember,
- Work an average of 20 or more hours per week,
- Provide notice of his/her intention to take the leave, within two business days of receiving official notice that the servicemember will be on leave from deployment and
- Submit written documentation certifying that the servicemember will be on leave from deployment during the time the leave is requested.

Employees will not be retaliated against for the use of Military Spouse Leave and will be returned to their position when leave is exhausted.

Exempt employees will be paid in accordance with federal and state regulations.

## **Civil Air Patrol Leave**

When fifteen (15) or more employees are employed, The District will provide up to 10 days of unpaid leave per year to employees who are members of the California Wing of the Civil Air Patrol. To be eligible, the employee must have worked for The District for at least 90 days immediately prior to taking leave; the employee must be a volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force (commonly known as the Civil Air Patrol); and the employee must have been duly directed and authorized to respond to an emergency operational mission, (within or outside of the state) of the California Wing of the Civil Air Patrol.

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Eligible employees will be provided not less than 10 days of unpaid leave, per calendar year. Civil Air Patrol leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental agency that authorized the emergency operational mission and the extension of the leave is approved by The District. Eligible employees are required to provide The District with as much notice as possible of the proposed leave dates. The District may require the employee to submit certification from the Civil Air Patrol authority of the need for time off. The District will allow an eligible employee to use accrued paid leave benefits during the leave and the employee will be reinstated to the same or equivalent position at the conclusion of the leave.

# **Bone Marrow & Organ Donor Leave**

When fifteen (15) or more employees are employed, The District will grant up to 30 business days of paid leave, and 30 business days of unpaid leave within a one-year period for an employee to donate an organ and 5 business days of paid leave within a one-year period for employees who donate bone marrow. The one-year period is calculated from the date the leave begins.

This leave will not be considered a break in service for purposes of the salary adjustments, sick leave, PTO, or length of service. The District will maintain the employee on its group health coverage during the leave.

In order to qualify for this type of leave, an employee must have been employed for 90 days and provide written verification that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow. If, at the time an employee takes this leave, the employee has any accrued but unused vacation or sick leave, The District can require that this accrued leave be credited against the 5-day bone marrow transplant leave. However, The District will only credit a maximum of two weeks of sick or vacation time with respect to organ donor leave.

When the leaves end, The District will restore the employee to the position held by the employee when the leave commenced, or to an equivalent position. The District will not interfere with or retaliate against an employee taking organ or bone marrow donation leave.

# **Personal Leave of Absence**

The District views each employee as essential to the operations of daily business. For this reason, no automatic personal leaves of absence are provided by The District. A request for a personal leave of absence will be considered on a case-by-case basis. Important factors in determining whether the request will be granted include the employee's length of service to The District, existing workloads, the job position of the employee, and the reason for the request (with sicknesses and emergencies beyond the control of the employee being considered more favorably). A personal leave of absence will be granted only after the employee's accrued vacation benefits have been exhausted. No personal leave of absence shall exceed four (4) weeks. (The exception to this limitation is a disability (non-pregnancy) leave of absence, which will be evaluated according to applicable state and federal law.)

During a personal leave of absence, no benefits, including health insurance benefits, will accrue. However, an employee who receives health insurance benefits through The District may be given an opportunity to maintain his or her health insurance at his or her full expense under Consolidated Omnibus Budget Reconciliation Act (COBRA). The employee should check the applicable insurance policy and other plan documents for the extent of coverage or conversion provisions or restrictions imposed.

The District will make reasonable efforts to return an employee on a personal leave of absence to the same or similar job held prior to the leave, subject to The District's staffing and business requirements. If an employee's former position is unavailable when he/she is ready to return from an approved leave, every effort will be made to place the employee in a comparable position for which he or she is qualified. If such a position is not available, the employee will be offered the next suitable position for which he or she is qualified that becomes available, which may result in a decrease in pay.

An employee requesting a Personal Leave must provide a written request one month in advance of the first

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day of requested leave.

# Workers' Compensation

Employees must report immediately all job-related injuries to their manager, regardless of the severity of the injury. In accordance with state law, The District provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include: medical care; monetary benefits to replace lost wages; and assistance to help qualified injured employees return to suitable employment. To ensure receipt of any workers' compensation benefits to which an employee is entitled, the employee must:

- Immediately report any work-related injury, illness or accident to his/her manager;
- Seek medical treatment and follow-up care (if required), with the health care provider designated by The District; and
- Complete a written Employee's Claim for Workers Compensation Benefits (DWC 1 Form) and return it to the Executive Director.

Upon submission of a medical certification that an employee is able to return to work after a worker's compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on Workers' Compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining The District's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

Workers Compensation Leave will run concurrent with any other applicable leave of absence such as FMLA, CFRA or any others in accordance with federal and state regulations.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, The District's obligations to the employee may include reasonable accommodation, as governed by the Fair Employment & Housing Act and/or the Americans with Disabilities Act.

The Corporation provides medical treatment for work-related injuries through a medical provider network that the Corporation has chosen to provide medical care to injured employees because of their experience in treating work-related injuries. This information is posted in the employee break room.

#### State of California Insurance Programs

California State Disability Insurance ("SDI") is funded by deductions from your paycheck as required by law. This entitles you to receive certain wage replacement benefits for non-job related illness and injuries. Employees who are absent because of their own disability may be eligible for SDI benefits.

Paid Family Leave ("PFL") is a state-mandated insurance program within the SDI program. It applies to employees at companies of any size to provide them with partial wage replacement for up to eight (8) weeks in any twelve-month period while they are absent from work to care for a sick child, parent, spouse, registered domestic partner, or for the birth, adoption, or foster care placement of a new child of the employee or of the registered domestic partner. Like SDI, PFL does not create the right to a leave of absence and does not require the employer to create a leave of absence policy or guarantee reinstatement rights other than those already mandated by law.

The District is required by law to withhold taxes which fund these programs from all employees' paychecks.

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Contact the Human Resources Department for more information on the SDI and PFL programs. These programs are administered by the Employment Development Department. More information can be found at www.edd.ca.gov.

# EMPLOYMENT ADMINISTRATION

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# **Introductory Period**

For every new employee, including rehires, the first ninety (90) days of employment is an introductory period. During this first ninety (90) days, your job performance, attendance, attitude, and overall interest in your job will be assessed. Employees who fail to demonstrate the expected commitment, performance, and attitude may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the "at-will" employment relationship. You continue to have the right to terminate your employment at any time, with or without cause or notice, and The District has the same right.

During the introductory period, you may not be eligible for certain District benefits.

As a result of an excused absence during your introductory period or for other reasons identified by management, The District may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

# **Attendance and Punctuality**

Regular attendance and punctuality are expected of all employees. We count on you to be present at work during your assigned shifts, unless you have been excused or there is an emergency or unexpected illness or injury. Your absence will be considered "excused" only if you have received prior approval from your supervisor to use your available leave time to cover your absence or your absence is protected under applicable law. You are to remain on duty except during meal and rest periods. Doctor appointments and/or other personal matters should be scheduled during non-work hours whenever possible.

If the need for an absence is foreseeable, you must provide reasonable advance notification. If you will be unexpectedly absent for any portion or all of a workday for any reason, you must notify your supervisor at least one (1) hour prior to your starting time, or as soon as possible in light of the circumstances. If your supervisor is not available, you must speak to Executive Director or Director of Finance. It is not acceptable to leave a voice mail message or send a text or email except in emergencies. You must personally speak with a manager. If you have to leave a voice message because you cannot reach anyone, you must make a follow-up call within the next two-hours, except in emergency situations.

If you are absent more than one (1) day, you must provide the same notice each day of absence, unless we have previously approved a specific date for your return to work. If you are absent for three (3) consecutive days without proper notification, we will assume that you have voluntarily resigned your position

Subject to applicable law, we may require a doctor's certificate for any absence due to illness or injury. We also may require a doctor's certification that you have been released to return to work before you are permitted to return after an illness or injury.

You should not automatically assume that an absence is permissible merely because you have sufficient paid time off benefits available to cover all or a portion of your absence. We may determine that your absences are excessive if, based upon all the facts and circumstances, it is found to be disruptive to The District, your co-workers or our customers or to cause an undue hardship to The District.

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Excessive unauthorized absenteeism or abuse of this policy negatively impacts your job performance and may result in disciplinary action, up to and including termination. Absences protected by local, state and federal law, including paid sick time, do not count as a violation of the attendance policy.

## Performance Management throughout Employment

The District uses disciplinary action to counsel and coach employees such as when for example their work performance, behavior, conduct, attitude and/or compliance with safety rules or other workplace guidelines is unacceptable. Disciplinary action is used to ensure that there is clear communication to the employee regarding: (1) the performance deficiency, problem or issue; (2) The District's expectation that the deficiency or problem will be promptly remedied; and (3) the consequences to the employee if the performance deficiency, behavioral problem or workplace issue is not adequately and timely remedied. Disciplinary action will be documented, verbal discipline may not require the signature of the employee, written disciplinary action will be presented to the employee and the employee will be asked to sign acknowledging receipt of a copy of the discipline. Disciplinary action records will be retained in an electronic and/or paper format.

Management reserves the right and sole discretion to determine the appropriate level or action taken based upon many factors. In some circumstances, termination may occur without any form of prior disciplinary action.

# **Performance Reviews**

Employees may receive a performance review upon completion of the introductory period, then once each year. The performance review will be a reflection of performance, adherence to policy and contribution to The District during the prior 12 months. Both employee successes and deficiencies will be identified during the performance review.

Your performance evaluation may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work behavior, and your behavior toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee an increase in wages or promotions. Wage increases and promotions are solely within the discretion of The District and depend upon many factors in addition to performance.

After any review, you will be asked to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

# **Certifications and Education**

Employees in some positions may be required to hold and maintain certain certification(s). It is the responsibility of each employee to track their own certification requirements and maintain a valid and current certification. Failure to maintain required certifications may lead to termination of employment.

Should continuing education be required or beneficial in some positions, The District may contribute to the cost of such education. The employee must receive written approval from the Executive Director prior to registering for any such education or program if the employee would like The District to consider contributing to the cost of the program.

#### Seating

The District will provide suitable seats to working employees when the nature of the work reasonably permits the use of seats. When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

**Commented [VL58]:** This policy is highly recommended for employers who fall under all Wage Orders except for No. 14 and No. 16.

For No. 14 or No. 16, please use the specific language below instead:

For Wage Order 14

"When the nature of the work reasonably permits the use of seats, suitable seats shall be provided for employees working on or at a machine."

For Wage Order 16

"Where practicable and consistent with applicable industry-wide standards, all working employees shall be provided with suitable seats when the nature of the process and the work performed reasonably permits the use of seats. This section shall not exceed regulations promulgated by the Occupational Safety and Health Standards Board."

# **Employee Records**

Information in employee files is a confidential record of their employment with District and is the property of The District. The contents of employee files are not available to any sources outside The District unless authorized by the employee in writing or if required by law, e.g., in response to a subpoena.

Upon written notice, an employee is allowed to review his or her own employee file in The District's office and in the presence of the Director of Finance or a designee of the Director of Finance. Alternatively, an employee may request a copy of his or her own employee file. You may be charged the actual cost for copying your employee file. In terms of timing, a current or former employee will be permitted to inspect/obtain a copy of his/her employee file within 30 calendar days from the date the written request is made

# **Employee Data Changes**

It is the responsibility of each employee to advise payroll of any change in name, address, telephone number, marital status or registered domestic partner status, name(s) and number(s) of dependents, and individuals to be contacted in the event of an emergency. If employee information changes, a new form W-4 and an employee data sheet should be filed so that the personnel records can be updated.

# **Expense Reimbursement**

The District will reimburse employees for any out-of-pocket expenses reasonably incurred on behalf of The District. Employees must receive prior approval before to incurring such expenses. Receipts and an expense report must be submitted for reimbursement.

#### **Employment References and Verification**

All requests for employment references and verification must be directed to the Director of Finance. No other manager, supervisor, or employee is authorized to release references or any employment information regarding current or former employees.

By policy, The District discloses only the dates of employment, the title of the last position held, and whether the employee is currently employed. The District complies with lawful employment information requests by taxing authorities, government agencies, and law enforcement.

# Workplace Search Policy

The District may provide office furniture and electronic devices including, but not limited to, computers, cellular phones/camera phones and handheld wireless devices for the convenience and use of its employees at District's expense. Employees should remember that all such equipment remain the sole property of The District. Accordingly, The District reserves the right to conduct random or periodic searches for work-related purposes, including searches for unauthorized possession of District property and for illegal drugs, alcohol, or contraband on The District's premises. Such searches may be of District property, such as desks, file cabinets, and office equipment, and/or of an employee's personal property on District's premises, such as purses, backpacks, briefcases, and vehicles, if reasonable suspicion exists to warrant the search. If an employee has personal property that he or she prefers to keep private, the employee should not bring that property into the workplace and should not have that property in his/her car that is driven to the worksite. Furthermore, The District reserves the right to review and/or record all data or phone calls maintained on electronic equipment including computers, land lines, the voicemail system, cell phones, PDAs, notebooks, laptops and/or notepads owned by The District.

Such an inspection can occur at any time, with or without advance notice or consent, and will be limited to the extent necessary to affect the work-related purpose for the search. Such an inspection may be conducted during, before or after working hours by any manager or person designated by District

management. Results of the search will only be disclosed to those persons within The District who have a business need to know or otherwise to the extent required by law. Employees who fail to cooperate in any inspection will be subject to disciplinary action, including possible suspension or discharge. The District is not responsible for any articles that are placed or left in a desk or elsewhere on District premises that are lost, damaged, stolen or destroyed; or for any data lost or deleted from a computer or disk. Therefore, employees are discouraged from bringing large sums of cash or other valuables with them to work.

The District may conduct electronic surveillance through the use of visual recording devices for loss prevention and risk management purposes.

# **Electronic Communications and District Provided Technology**

The District provides various forms of electronic communication, including, but not limited to, e-mail, Internet access and voicemail. These devices are provided for each employee in communication with others at The District and externally to help improve productivity, shorten the decision-making cycle, and meet the needs of our customers. All electronic devices, including software and hardware, remain the sole property of The District and are intended for District business.

Employees should have no anticipation of privacy with respect to District-provided voice mail, email, text-messages, instant messages, or any other computer or electronically based communications – regardless of whether such information is stored on The District's systems or by an outside provider. All systems and all information on those systems can be accessed, recorded and reviewed by management without prior notice at any time and for any reason.

No programs/applications may be uploaded or downloaded into District systems without the permission of the IT Department. This rule protects The District in two important respects: first, it helps avoid licensing issues; second, it protects District data from the importation of unwanted viruses and/or inappropriate material

Any use of these systems which are not work-related including, but not limited to, instant messaging, blog review or maintenance, personal email, message board participation, electronic social networking (i.e., Facebook, Snapchat, YouTube, Twitter, Instagram) and photo sharing is which violates any workplace policy is prohibited. The District reserves the right to inspect the usage of these electronic communications/media, even though such usage is not during work time.

Electronic communications/media may not be used in any manner (including accessing and viewing) that would be discriminating, harassing or obscene, or for any other purpose which is illegal or against District policy.

#### **Personal Property**

The District is not liable for damage, loss or security of personal property. Personal items of monetary or emotional value should not be brought into the work area.

**Commented [JF59]:** Add language to differentiate between privacy and company property

EMPLOYEE CONDUCT

**Commented [VL60]:** All of the policies in this section are optional but recommended.

# **Community Relations**

Community relations are critical. Our community includes customers, program participants, vendors, partners, etc. Without satisfied community members, The District's reputation, integrity, and our positions are in jeopardy.

Employees are expected to be polite, professional, courteous, prompt, and attentive to every community member. If you encounter an uncomfortable situation that you do not feel capable of handling, you should call your supervisor immediately.

Community members are to be treated courteously and given proper attention at all times. Never regard a community member's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person by telephone or by email, promptly and professionally.

All correspondence and documents, whether to community members or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a community member. If a problem develops, or if a member remains dissatisfied, follow department procedure and/or ask your supervisor or manager to intervene.

# **Conflicts of Interest**

Employees are not to place themselves in a position which conflicts with the interests of The District. This not only includes publicly speaking on behalf of The District without authorization but also receiving gifts, gratuities, favors, fees, compensation, or discounts which, if known, would be viewed as a kickback or inducement for inappropriate conduct. Outside employment may be permitted, excluding instances that may conflict or interfere with the interests of The District. Any violation of this policy may lead to discipline up to and including termination.

# Personal Relationships in the Workplace

The employment of friends and relatives in the same area of an organization may cause conflicts of interest and appearances of impropriety. In addition, personal conflicts may impact the working relationship of the parties. Although The District does not prohibit the hiring of friends and relatives of existing employees, The District is committed to monitoring situations in which friends or relatives work in the same area. In the event of an actual or potential conflict or issue, The District's response may include reassignment or termination of one or both of the individuals involved. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with an employee is similar to that of persons who are related by blood or marriage, or one who is a domestic partner.

The District is committed to maintaining a professional work environment where their supervisors treat all employees fairly and impartially. Accordingly, supervisors are not allowed to date, or become romantically or intimately involved with, employees who report to them directly or indirectly. Also, spouses and immediate family members are prohibited from working in job positions where they directly report to, or are reported to, by their spouses or family members. Personal relationships very often cause problems in the workplace, such as a lack of objectivity towards the subordinate's job performance, the perception of favoritism by other employees (whether justified or not), and potential sexual harassment complaints should a couple break up.

**Commented [VL61]:** Alternative language for more relaxed work environments:

The Company may employ a relative, cohabitant, or person in a dating relationship with an employee, provided that the individual possesses the required qualifications for employment. However, those persons will generally not be given work assignments which require one to direct, review, evaluate, or process the work of the other, or which permit one to have access to the personnel records of the other. Additionally, the relationship cannot inhibit or distract either employee for being able to complete their job.

The District seeks to avoid misunderstandings, complaints of favoritism, claims of sexual harassment, and employee dissension that may result from personal or social relationships amongst employees. Therefore, The District asks that if you become romantically involved with another employee that you disclose your relationship to an appropriate supervisor with whom you feel comfortable and/or the Executive Director. This information will be kept as confidential as possible. For purposes of this provision, "romantically involved" will be interpreted broadly. The District reserves the right to take necessary and appropriate action to resolve any potential conflict of interest arising out of romantic involvement among employees. Depending on the facts of the situation, such action may include reassignment or termination of one or both of the employees involved. The District reserves the right not to transfer employees based on conflicting business considerations.

Unprofessional behavior in the workplace, such as sexually related conversations, inappropriate touching (i.e., kissing, hugging, massaging, sitting on laps) of another employee, and any other behavior of a sexual nature, is prohibited.

# **Confidential Information**

The protection of confidential, proprietary business information and trade secrets is vital to the interests and success of The District. In addition to the protections stated herein, employees may be required to review and execute a Confidentiality & Non-Disclosure Agreement upon hire. Such confidential information includes, but is not limited to, the following examples:

- ✓ Client and consumer proprietary, secret or personal information
- ✓ Financial information of The District or clients
- ✓ Marketing strategies and information related to strategic planning
- ✓ Pending projects and proposals
- ✓ Proprietary production processes, patent and trademark data
- ✓ Personnel/payroll records
- ✓ Internal communications related to District proprietary information
- ✓ Information obtained about a customer or a customers' business or business practices

Confidential information about The District and its customers, employees, managers of the business, directors, and officers should not be divulged to anyone unless that person has a clear right to have the information. When in doubt whether certain information is or is not confidential, prudence dictates not to disclose without first clearly establishing that such disclosure is authorized. The basic policy of caution and discretion in handling confidential information extends to both internal and external disclosure. Confidential information available to one employee of The District should be shared with other employees only when a legitimate business need to know exists.

In addition, the posting on the Internet of confidential information, trade secrets or proprietary information is forbidden, including in blogs and in e-mail communications.

No data, documents or information regarding the business of The District should be removed from the premises except as necessary to accomplish a specific District purpose. When the need to use or reference such documents is completed, such documents and all copies thereof should be returned to the offices of The District. Upon termination of employment, all information and data of The District must be returned. Any copies or electronic storage of District data must be destroyed and deleted. Use of such information or data for any purpose other than the specific business of The District is strictly prohibited.

Employees accessing business information remotely must take all reasonable precautions to ensure that no business information is viewed or accessed by non-employees, including family members or others sharing the employee's household. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

# **District Use of Employee Personal Information**

The District collects personal and employment information on applicants and employees to comply with state and federal laws requiring employers to maintain records, to process payroll, to administer health insurance benefits and/or retirement plans, and to manage employee job performance.

#### Solicitation

Persons who are not employees of The District shall not be allowed to solicit for any reason, whether on behalf of clubs, charities, political parties, labor unions, religious organizations, or for any other purposes, on District premises. Any employee who observes an outsider soliciting on District premises must immediately report the occurrence to management. No employee shall use working hours (working hours shall not include meal periods and rest periods) to solicit other employees who are on working time for any reason. No solicitation materials of any type may be passed out by any employee, or sent electronically, at any working areas at any time or in any non-working areas during working time.

# **Use of Telephone**

The District's telephones are intended for the use of serving our customers and in conducting The District's business. Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line. To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit incoming personal telephone calls during working hours.

# **Cell Phone Policy**

While at work, employees are expected to exercise discretion in using mobile devices. Personal calls or other communication or mobile device activity during work hours can interfere with employee productivity, safety and may be distracting to others. Employees are encouraged to make any necessary personal calls or handle other mobile device activity during breaks and meal periods and to ensure that friends and family members are aware of The District's policy. Mobile devices may not be used to defame, harass, intimidate or threaten any other employee, customer or other individuals employees may come into contact with while working. Employees are prohibited from using their cell phones in any illegal, illicit, or offensive manner with other employees, customer, or other individuals the employee may come into contact with while working. The District will not be liable for the loss or destruction of personal cellular phones brought into the workplace.

#### Telecommuting

Telecommuting provides employees with an opportunity to work from an alternative work environment instead of in the primary location of The District. Telecommuting must be pre-approved by an employee's supervisor.

The District retains the right in its sole discretion to designate positions that are appropriate for telecommuting and approve employees for telecommuting. Telecommuting does not change the conditions of employment or required compliance with all District policies and procedures. An employee's ability to work under a Telecommuting Agreement rests in the sole discretion of The District. Telecommuting is a privilege and may not be appropriate for all employees.

## **Telecommuting Safety**

The Telecommuter is solely responsible for ensuring the safety of their alternative work environment. However, because The District is legally obligated to provide its employees with a workplace that is free from hazards that might cause serious harm or injury, The District reserves the right to periodically inspect

**Commented [VL62]:** Remove this policy if the company does not have remote workers.

the Telecommuter's home work space. Any such inspection will be preceded by advance notice and an appointment will be scheduled. Telecommuters are protected by The District's workers' compensation insurance. As such, Telecommuters are required to immediately report any injuries that occur while working.

The Telecommuter shall be liable for any injuries that occur to third parties at or around the Telecommuter's alternative work environment.

#### Security/Confidentiality/Conflicts of Interest

Consistent with The District's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary District and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. Employees that are able to telecommute are not to place themselves in a position which conflicts with the interests of The District. Employees are not to accept simultaneous employment with any concern that does business or competes with our District or accept employment with any other concern if that employment would interfere with your work schedule or duties as an employee of our District.

#### **Hours of Work**

Unless otherwise agreed upon by the employee and their manager, hours and days of work will not change and there should be no time worked outside of the scheduled shift; this includes such activities as checking and responding to work-related emails. Employees agree to apply themselves during work hours. In addition, all non-exempt employees must receive prior approval from his or her manager before working any overtime. Telecommuting is not intended as a substitute for illness, childcare or care for another adult. If an employee is ill, they are expected to utilize accrued and unused PTO or Sick Time to recoup. If a child or adult needs care during work time, another responsible individual is expected to be present.

#### **Attendance at Meetings**

Telecommuters are expected to attend all required meetings unless there has been prior approval from your supervisor.

# **Dress and Appearance**

The District's image and the nature of our work call for cleanliness and observance of the rules of good hygiene. Presenting a neat, well-groomed appearance is important because employees represent The District. All employees are to be well-groomed, neatly attired and dressed appropriately for our business and the employee's position in particular. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. No dress code can cover all possibilities, so employees must exert a certain amount of judgment in their choice of clothing to wear to work. Employees are also expected to conduct themselves in an orderly and considerate manner. Your language, attire and grooming should be in keeping with The District's business atmosphere.

#### STANDARD FOR DRESS:

- a) All employees will dress in <u>Business Casual Attire</u> at all times when not scheduled to work directly on farming duties. When scheduled to work on farming duties, <u>Professional Casual Workwear</u> should be worn at all times. Moderation is the basic standard to be adhered to by all employees in or out of the office at any time while conducting District business.
- b) You are expected to dress appropriately for your workday.

- c) In the field, long jeans and/ or overalls must be worn. For office work, market, events, and meetings: jeans, slacks or skirts and conservative shirts or blouses must be worn.
- No revealing clothing such as: shorts, low-cut tops, midriff tops, low-rise jeans that expose midriff, etc.
- e) Only t-shirts issued by the District, or previously issued by WWF depicting authorized logos, or those with no logos should be worn. No tops that depict obscene or objectionable logos or political slogans.

#### STANDARD FOR FOOTWEAR:

- For field work, sturdy and comfortable boots or tennis shoes with tread on the bottom should always be worn. Closed toe shoes must be worn on the farm at all times.
- b) For office work, market, events, and meetings: dress shoes or casual shoes should be worn, opentoe sandals (not beach flip flops) are permitted when appropriate.

The District permits employees to display tattoos or body piercings while working within the following guidelines. Factors that The District will consider determining whether piercings or tattoos may pose a conflict with the employee's job or work environment include:

- Personal safety of self or others, or damage to District property.
- Productivity or performance expectations.
- Offensiveness to co-workers, customers, vendors or others in the workplace based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature.
  - Corporate or societal norms.
  - Customer complaints.

If The District determines an employee's tattoos or piercings may present such a conflict, the employee will be encouraged to identify appropriate options, such as removal of excess or offensive jewelry, covering of tattoos, transfer to an alternative position, or other reasonable means to resolve the conflict.

A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

To assure a safe and appropriate working environment, we will actively monitor these dress standards. If you do not comply with these requirements, we may ask you to leave work and return in proper attire, and you will not be paid for this time. We reserve the sole discretion at all times to determine whether your attire is appropriate for the workplace.

This policy is not intended to discriminate against or treat individuals differently on the basis of hairstyles, hair textures, and/or other traits historically associated with race. Consult your supervisor if you have any questions about appropriate business attire.

The District recognizes the importance of individually held religious beliefs to persons within its workforce. The District will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Those requesting a workplace attire accommodation based on religious beliefs should be referred to Executive Director.

#### **District Equipment and Supplies**

As part of their jobs, employees will be using machinery, tools, and other equipment owned by The District. Employees must handle the equipment carefully -- abusing equipment will not be tolerated. Employees must immediately report any problems concerning the safety or performance of District equipment and

make every effort to maintain the equipment in good condition. District equipment must only be used for District-authorized work. Employees may not remove District equipment from the premises without prior authorization from a manager.

Only authorized persons may purchase supplies in the name of The District. No employee whose regular duties do not include purchasing shall incur any expense on behalf of The District or bind The District by any promise or representation without prior written approval.

# **Social Media Policy**

The District understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

#### Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, or app, whether or not associated or affiliated with The District, as well as any other form of electronic communication.

#### Know and Follow the Rules

Understand and follow the policies regarding workplace conduct and communications contained in this Employee Handbook. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

# Be Respectful

Keep in mind that you are more likely to resolve work-related complaints by speaking directly with your coworkers or by utilizing our management's open-door policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, creed, color, sex, gender, pregnancy, pregnancy-related medical condition, perceived pregnancy, age, national origin (including possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, religion, religious dress practices, religious grooming practices, physical or mental disability, sexual orientation, gender identity, gender expression, marital status, registered domestic partner status, genetic characteristics or genetic information, medical condition, military and/or veteran status, perceived membership in a category, association with an actual or perceived member of a category, and/or all other protected characteristics pursuant to applicable federal, state and local law.

# Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Never post any information or rumors that you know to be false about The District, fellow employees, clients, customers, suppliers, or individuals working on behalf of The District or competitors.

#### Post Only Appropriate and Respectful Content

Maintain the confidentiality of The District's trade secrets and confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how, technology, projects, client lists, or marketing plans. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.

Express only your personal opinions. Never represent yourself as a spokesperson for The District. If The District is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of The District, fellow employees, customers, clients, suppliers or people working on behalf of The District. If you do publish a blog or post online related to the work you do or subjects associated with The District, make it clear that you are not speaking on behalf of The District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of DISTRICT NAME."

#### Using Social Media at Work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager. Do not use your District email addresses to register on social networks, blogs or other online tools utilized for personal use.

#### Retaliation is Prohibited

The District prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

If you have questions or need further guidance, please contact the Executive Director.

#### **Blogging Policy**

Employees are prohibited from engaging in blogging during work hours or while using District-provided equipment, technology, smartphone, tablet device, or any other technology provided to the employee for use during the employee's employment. Employees personal blogging (including but not limited to use of Facebook, Snapchat, LinkedIn, Instagram, Blogger, TumbIr, or any other blog, app, or website of any kind whatsoever) while not on working time and while not using District equipment should be aware that they must adhere to The District's confidentiality policy and that they must avoid the disclosure of trade secrets or other confidential information regarding The District. When you post something on the internet even after work hours, assume that everyone you know including The District, its management, and your colleagues at work will view it. Use common sense and your professional judgment.

Further, when sharing information about The District, you may be required to disclose you are an employee to comply with state and federal regulations.

# Media Communication

Employees are not authorized to engage in any form of communication with members of media or any publication on behalf of The District regarding District proprietary and/or confidential information unless they have received prior approval from the Executive Director. Employees are not to engage in directly providing any statements or information to members of the media or any other publication relating to disclosure of District proprietary or confidential information. Only the Executive Director of The District is authorized to

engage in such communication. Should an employee be asked to engage in such activity, they must refer the asking party to the Executive Director of The District.

## Smoking (Including Electronic Cigarettes) and Use of Chewing Tobacco

The use of tobacco or non-tobacco, but related products, including cigarettes, chewing tobacco and vapor or e-cigarettes, is only permitted in authorized and designated locations outdoors. Employees are strictly prohibited from using these products while conducting work at a customer location or when otherwise in the presence of a customer.

# Housekeeping

All employees are expected to keep their work areas and vehicles clean and organized. The way in which you maintain District vehicles and District property will be addressed during your performance review. Employees using common areas such as shared office spaces, lunchrooms, kitchens, and restrooms are expected to clean up after themselves. We appreciate the help of employees in maintaining the cleanliness of our facilities.

# **Bulletin Boards and Postings**

Bulletin boards may be used to provide various types of information pertaining directly to you and your job, including benefits, work schedules, business information, posters, and special notices. It is your responsibility to read the information that may be posted. Certain information changes frequently, so you should check the bulletin board on a routine basis. Only authorized personnel are permitted to approve postings and/or removal of postings.

## District Driver, Drivers Licenses, and Driving Record

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record allowing for proper insurance coverage. Changes in your driving record must be reported to your manager immediately.

Employees are expected to abide by all motor vehicle rules and regulations, including use of handheld devices. Parking and moving violations are the responsibility of the employee. Moving violations, parking tickets and accidents must be reported immediately.

Should an accident occur, employee is to get to a safe location and call any emergency personnel as necessary. The employee must obtain the other driver's information to include name, address, and insurance information. An employee must report the accident to their manager immediately, when appropriate, after an accident. A police report should be filed, and the employee must provide information provided by the enforcement agency to their manager.

Employees are responsible for the cleanliness of The District vehicle and should perform weekly inspections of the vehicle to ensure safe and proper functionality. Any concerns about the vehicle must be reported immediately to a manager.

Only District employees are to be transported in District vehicles. Under no circumstance may nonemployees be transported unless it is a business purpose and permission has been obtained from the Executive Director.

Each operator and passenger in a District motor vehicle or anyone in a private vehicle used for District business must use seat belts while the vehicle is being operated on or off the premises of The District.

For safety and security, all District owned vehicles may be equipped with a Global Positioning System (GPS). Such device may provide data regarding; location, speed, idle time, starting and stopping of the vehicle, etc. Questions concerning vehicle monitoring should be directed to Human Resources. Questions

concerning the proper use of any vehicles should be directed to your manager.

Any employee who abuses the privilege of driving District vehicles will be subject to corrective action, up to and including termination of employment. If necessary, The District will also advise law enforcement officials of any illegal conduct.

Smoking is prohibited in District vehicles.

Violations of this policy may result in immediate termination of your employment.

# Policy Against Texting and/or Emailing While Driving

Regardless of the circumstances, employees whose job responsibilities include regular or occasional driving may not use, send, read or review text messages, e-mails, access the internet or perform any other activity on a handheld device while driving. Employees who are charged with traffic violations resulting from texting, e-mailing or other use of a handheld device while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will result in disciplinary action, up to and including termination of employment.

# **Additional Standards of Conduct**

Employees who violate any of The District's rules or standards of conduct shall be subject to disciplinary action, including the possibility of employment termination.

It is impossible to list all examples of conduct which would be considered inappropriate in the workplace. Some of the general types of actions which are inappropriate are listed below. This list is not intended to be comprehensive and is by example only:

- Falsification of employment records, employment information, or other District records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timecard, either your own or another's.
- Theft or deliberate or careless damage of any District property or the property of any employee or customer.
- Provoking a fight, fighting, or threatening violence during working hours or on The District's property.
- Carrying firearms or any other dangerous weapons on The District's premises at any time.
- Being under the influence of alcohol and/or drugs during working hours or at any time on The District's property, or possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace.
- Deliberate destruction of any District property or the property of any employee or client.
- Insubordination, including, but not limited to, the use of abusive or threatening language towards anyone, or the failure or refusal to perform work as requested.
- Excessive tardiness and/or absenteeism, or unreported absence from work.
- Unauthorized use of District equipment, time, materials, facilities, or The District's name.
- Sleeping on the job.
- Failure to observe work schedules, including rest and lunch periods.
- Engaging in criminal conduct whether or not related to job performance.

- Causing, creating or participating in a disruption of any kind during working hours or on The District's property.
- Failure to timely notify an available supervisor or manager when unable to report to work.
- Failure to obtain permission to leave work for any reason during normal working hours.
- Removing or borrowing The District's property without prior authorization.
- Failure to provide a physician's certificate when requested or required to do so.
- Wearing extreme, unprofessional or inappropriate styles of dress while working.
- Using abusive or profane language at any time on The District's premises.
- Violation of any safety, health, or security rule or any other District rules.
- Working overtime without authorization or refusing to work assigned overtime.
- Committing a fraudulent act or a breach of trust under any circumstance.
- Working for others during a leave of absence without advance written permission.
- Sexual or other unlawful or unwelcome harassment of co-workers, customers, or visitors.
- Unauthorized disclosure of District trade secrets or confidential information.
- Unsatisfactory performance or conduct.
- Violation of any policy in this Handbook.

Discipline, up to and including termination will be administered for a violation of these rules. The District reserves the right to utilize whatever disciplinary measures, including termination upon first offense, it deems appropriate under the circumstances. No statement in this list or elsewhere in the Employee Handbook is intended to or should be taken to affect the at-will employment relationship between The District and its employees. Similarly, no policy, statement or other language contained in this policy or elsewhere in this handbook is intended to unlawfully restrict an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling or other terms or conditions of employment.

# WORKPLACE SECURITY AND ANTI-VIOLENCE

Commented [VL63]: All of the policies in this section are optional but recommended.

# Safety

The District is firmly committed to maintaining a safe and healthy working environment. All employees of The District are expected to be safety conscious on the job at all times and to comply with all safety and health requirements established by management or federal, state or local law. Managers are responsible for inspecting work areas, becoming familiar with all safety and health procedures, instructing employees in matters of health and safety, identifying unsafe conditions, and reporting any accidents.

Employees must report any concerns of unsafe conditions or hazards to a manager immediately, even if you believe you have corrected the problem. Employees must also immediately report any injuries in the workplace, regardless of how minor or insignificant the injury may appear. If you suspect a concealed danger is present on District premises, or in a product, facility, piece of equipment, process or business practice for which The District is responsible, bring it to the attention of a manager. The manager or designated individual will perform an assessment and arrange for the correction of any unsafe condition or concealed danger immediately.

To best protect the health and safety of our staff, employees are expected to stay at home when exhibiting any symptoms of illness. If an employee comes to work, and becomes ill, they are expected to inform their manager as soon as possible, and make any necessary arrangements. The District reserves the right to send home an employee who is exhibiting symptoms of illness, or has confirmed being ill, to protect the health and safety of others.

If required under applicable law, The District will have a written Injury and Illness Prevention Program (IIPP). If you have not reviewed a copy of this program, please contact Executive Director. It is your responsibility to read, understand and follow IIPP provisions applicable to your work assignment. The District also will conduct periodic safety meetings. The District also provides information to employees about workplace safety and health issues through training sessions, bulletin board postings, memoranda, and other written communications. If required under applicable law, The District will also maintain a written COVID-19 Prevention Program in compliance with California law, which is available for review by employees and/or authorized representatives.

All employees are encouraged to submit suggestions concerning safety and health matters. No employee will be discharged or discriminated against because of suggestions received. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, including termination of employment.

# **Anti-Violence**

The District is committed to providing and maintaining a workplace that is secure and free from acts or threats of violence. Security and safety in the workplace are each employee's responsibility. The security of our property and the welfare of our employees require that each employee be constantly aware of potential security risks.

All employees who are issued keys to the office are responsible for their safekeeping. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors and gates are securely locked, thermostats are set on appropriate evening and/or weekend settings, and all appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on District property after hours without prior authorization from The District.

In keeping with our commitment to provide a safe and secure workplace, The District has established a

policy that provides "zero tolerance" for actual or threatened violence against co-workers, clients, visitors, and any other persons who are either on our premises or have contact with employees in the course of their duties. Compliance with this anti-violence policy is a condition of employment and will be evaluated together with other aspects of an employee's performance. Due to the importance of this policy, employees who violate its terms, who engage in or contribute to violent behavior, or who threaten others with violence will be subject to disciplinary action, possibly including immediate termination from employment.

#### **Prohibited Behaviors**

The following included examples of prohibited behavior(s) will not be tolerated and are grounds for disciplinary action up to and including termination:

- ✓ The carrying of firearms, explosive devices, knifes or cutting devices other than those customarily used in the performance of an employee's job duties is prohibited.
- ✓ Threats of physical harm either implicit or implied are prohibited.
- Intimidation which includes behavior designed to inspire fear in a reasonable person by an implied
  or direct threat of violence is prohibited.
- ✓ Acts of or threats of violence by any employee are strictly prohibited.
- Intimidation or threats intended to pressure a person not to report possible violations of this policy are also prohibited.

Similarly acts or threats of violence by non-employees against employees of The District will not be tolerated and appropriate action will be taken.

#### **Identifying Potentially Violent Situations**

If you ever have concerns about a situation which may turn violent, alert any manager immediately. It is better to err on the side of safety than to risk having a situation escalate.

The following are warning indicators of potential workplace violence which must be reported to management:

- ✓ Intimidating, harassing, bullying, belligerent, or other inappropriate and aggressive behavior.
- ✓ Numerous conflicts with customers, co-workers, or managers.
- ✓ Bringing a weapon to the workplace (unless necessary for the job), making inappropriate references to guns, or making idle threats about using a weapon to harm someone.
- ✓ Statements showing fascination with incidents of workplace violence, statements indicating approval of the use of violence to resolve a problem, or statements indicating identification with perpetrators of workplace homicides.
- Statements indicating desperation (over family, financial, and other personal problems) to the point of contemplating suicide.
- ✓ Direct or veiled threats of harm.
- ✓ Substance abuse.
- ✓ Extreme changes in normal behaviors.

#### Reporting

Each verbal or physical threat of violence must be treated seriously and reported immediately to your manager. Where a violation of this policy is found, appropriate corrective action will be taken. In situations where you become aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance should be sought immediately. Employees can report violations of this policy and raise any questions regarding their obligations under this policy without fear of reprisal of any kind.

✓ Please report any information related to the prohibited behavior listed above.

- ✓ Please report if you feel threatened or under threat by any other District employee, vendor or customer.
- ✓ Please report if you have heard of or witnessed another employee feeling threatened or being threatened by any other District employee, vendor or customer.
- ✓ Please report any work areas where you feel a lack of adequate lighting is a security concern.
- ✓ Please also report immediately if a perceived lack of security is preventing you from being able to do your job.

This policy is also intended to promote workplace security by addressing situations in which outsiders come onto the property. Be aware of persons loitering on the property for no apparent reason. Immediately notify your manager and/or the Executive Director or the police department when unknown persons are acting in a suspicious manner on or around the property. Immediately notify your manager when any keys or security passes are lost or misplaced. Promptly report to your manager all incidents occurring on the property so that appropriate action can be taken.

Do not enter an area where you feel under threat or where lack of lighting causes you concern. Your security is paramount. Never put yourself in a dangerous situation. Report <u>any</u> security concerns you have to management.

If a security situation arises that causes you to feel that you, other employees or our customers are in imminent danger call 911.

#### Robbery

Our number one priority is the safety of our employees and customers. If being robbed while at the office or any other location while on work time, follow the below guidelines:

- 1. Stay calm.
- 2. Do not resist. Do nothing that will put you or others at risk.
- 3. Do not argue.
- 4. Obey the robber's orders.
  - ✓ Let the robber know that you intend to obey.
  - ✓ If you are not sure of what the robber is telling you to do, ask.
- 5. Give the robber the money and/or items demanded.
- 6. Do not make any sudden moves. If you must reach for something or move, tell the robber what to expect.
- 7. Do nothing that will agitate, threaten, surprise, or startle the robber.
- 8. Do not chase or follow the robber. (This includes customers who walk out without paying.)
- 9. Focus on remembering details about the individual:
  - ✓ Hair color and length
  - ✓ Age, height, weight and voice
  - ✓ Clothing
  - ✓ Distinguishing marks; e.g., tattoos, scars
  - ✓ Noticeable traits; e.g., limp, accent, glasses, left or right-handed
  - ✓ What did he/she touch so you can preserve it for fingerprints?
  - ✓ Do not touch anything that may have fingerprints
  - 10. Call the police. Do not hang up until they tell you to do so.

### Recovery Periods

Employees working in outdoor temperatures shall take recovery periods and seek shade and water as necessary to avoid heat illness. Should you have any questions regarding recovery periods or heat illness, speak with your manager.

Commented [VL64]: Remove this policy if the company does

Commented [VL65]: This policy is highly recommended.

# DRUG AND ALCOHOL POLICY

The purpose of this policy is to:

- · Show our responsibility and commitment to ensure a safe and healthy workplace for all staff.
- Ensure that the staff at The District can work in an environment free of alcohol and drug use or abuse.
- Outline The District's expectations and requirements for creating and maintaining an alcohol and drug free work environment, and for dealing with substance abuse in the workplace.
- Provide an opportunity to staff members with a substance use problem to get well rather than
  provide grounds to terminate the employment.
- To establish and maintain a safe, healthy working environment for all employees;
- To ensure the sound reputation of The District and its employees within the community and the industry:
- · To reduce the number of injuries to persons or property; and
- · To reduce absenteeism and tardiness and to improve productivity.

This policy applies, at the workplace, to all staff members of The District and includes visitors and subcontractors inside and outside of normal scheduled working hours.

All individuals working at The District are expected to report fit for duty for scheduled work and be able to perform assigned duties safely and acceptably without any limitations due to the use or after-effects of alcohol, illicit drugs, non-prescription drugs, or prescribed medications or any other substance.

Off the job and on the job involvements with alcohol or drugs can have adverse effects upon the workplace, the integrity of our work product, the safety of other staff, the wellbeing of our staff families, and the ability to accomplish the goal of an alcohol and drug free work environment. The District therefore wants to emphasize that it has zero tolerance for staff who arrive at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by the consumption of alcohol or drugs, or who consume alcohol or drugs on District property.

The District strictly prohibits the use, making, sale, purchase, transfer, distribution, consumption, or possession of drugs or alcohol on District property on or off the clock. To this end, The District reserves the right to conduct searches for drugs or alcohol, including, but not limited to, searches of lockers, desks, packages, etc. which are on District property or in a District facility. Any drugs or alcohol found as a result of such a search will be confiscated and the occupant or user of the object searched will be subject to disciplinary action, up to and including termination of employment.

### **Roles & Responsibilities**

It is the responsibility of all staff to identify concerns about an individual's immediate ability to perform their job and take appropriate steps. Where necessary, they will advise a supervisor who will remove any staff member who is suspected of breaching this policy from District premises, pending investigation and a decision on appropriate consequences including potential disciplinary action.

Here is some guidance on how to administer this policy; however, not every situation can be predicted.

1. If a staff member, visitor or contractor arrives at the workplace, (on District property) and you have

reasonable cause to suspect that they are under the influence of alcohol or drugs, the supervisor shall immediately remove him/her from the work environment. If you have any doubt about whether they are, or are not impaired, you should err on the side of caution and remove him/her from the work environment.

- Unexpected circumstances can arise when an off-duty staff member is requested to work. It is the staff member's responsibility to refuse the request and ask that the request be directed to another person if the member is under the influence of alcohol or other drugs.
- 3. Staff who are prescribed medication are expected to ask their doctor if the medication will have any potential negative effect on job performance. They are required to report to their team leader if there is any potential risk, limitation or restriction for whatever reason that may require modification of duties or temporary reassignment, and provide appropriate medical verification on any restrictions in performance of their duties.
- 4. If a staff member or contractor believes an employee in a more senior position is in violation of this policy, they are encouraged to get a second opinion where possible. They are also expected to notify their leader or production manager.
- 5. In support of those who may have developed or are developing the disease of chemical dependence, all employees and contractors are required to document and report any violations of this policy. Any staff member, co-worker, contractor or supervisor not complying with this is enabling the dependence. Enabling behavior leads to ongoing health and safety concerns for an addicted individual and those around him or her.

It is the intent of The District to promote a safe, healthy and productive work environment for all employees. The District recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions. It is the objective of The District to have a workforce that is free from the influence of controlled substances (illegal drugs) and alcohol during work hours and at all times on District premises. The term "District premises" includes all property, facilities, land, buildings, structures, automobiles, trucks and all other vehicles, whether owned, leased or used by The District or its affiliates or subsidiaries.

#### **Substance Abuse**

The following rules represent The District's policy concerning substance abuse:

- ✓ The unlawful possession, manufacturing, distribution, dispensation or use of any controlled substance is inconsistent with The District's objective of operating in a safe and efficient manner and is strictly prohibited. Accordingly, no employee shall engage in the unlawful possession, manufacture, distribution, dispensation or use of any controlled substance (illegal drug) during working hours or at any time on District premises. No employee shall report to work or continue to work while under the influence of any drug whose manufacture, sale, dispensation, distribution, use or possession is unlawful.
- ✓ No employee shall use or have in his or her possession on District premises any prescription medication other than medications currently prescribed by a physician for the employee.
- The consumption of alcoholic beverages by employees engaged in the operation or maintenance of District equipment and/or facilities is inconsistent with the objective of operating in a safe and efficient manner. Accordingly, no employee shall use or possess alcoholic beverages on District premises or during working hours except with the prior written authorization of the Owner of District. No employee shall report to work or continue to work under the influence of alcoholic beverages. No alcoholic beverages shall be served at any District function without the prior written authorization of the Owner.

- ✓ The use of marijuana, with or without a prescription or recreational, on or in District property, during working hours or reporting to work while under the influence of marijuana will not be tolerated.
- ✓ Lockers, desks, storage areas and District vehicles are District property and must be maintained according to District standards. All such areas must be kept clean and are to be used only for work-related purposes. The District reserves the right, at all times and without further notice, to have District representatives conduct inspections of any or all employee lockers and other District property for the purpose of determining if this Policy has been violated.
- ✓ All vehicles and containers, including bags, boxes, purses, lunch pails, brought onto District premises are subject to District inspection at any time a District representative authorized by District to make such a determination has a reasonable suspicion that a District rule, policy or regulation has been violated and such an inspection is reasonably necessary in the investigation of such violation(s). Such inspections will be conducted, to the extent reasonably possible, in a manner designed to preserve the dignity of the employee. Inspections will be done in a private area, and will be conducted by a member of the same sex. An employee who refuses to consent to such an inspection may be subject to disciplinary action up to and including termination.

### **Drug Testing**

#### "Reasonable Suspicion" Based Testing

If The District has a reasonable suspicion that an employee is (1) intoxicated or under the influence of drugs or alcohol or (2) has used drugs or alcohol on District premises or during working time, the employee may be directed to undergo an immediate drug and/or alcohol test at an independent licensed laboratory or on District premises to determine his/her fitness for duty.

Testing methods include, but are not limited to: urine testing, breath test and/or saliva testing or other methods needed necessary per the situation and in compliance with Federal, State and Local regulations and as further dictated by other parties such as if law enforcement should be involved.

A reasonable suspicion may be based upon the employee's appearance, abnormal coordination, conduct and/or behavior (including, but not limited to, slurred speech, bloodshot eyes, unstable movement, inability to comprehend and respond to questions, physical symptoms of alcohol or drug influence, lapses in performance, and/or the smell of alcohol on one's breath or person). It can also include abnormal work performance, safety or attendance problems, dangerous safety accidents, or upon other factors constituting reasonable suspicion. Confidentiality of test results will be strictly maintained, with disclosure being made only to those with a need to know. Failure to test or failure to cooperate with and/or timely submit to a test will result in immediate termination.

### Reasonable suspicion-based testing may also be directed when an employee is involved in:

- Any accident. If the employee works in a position where an accident may put the public, the employee, or a co-worker in danger of serious harm, then the employee may be tested after any accident. An example of such a position may include but is not limited to a truck driver. If the employee is not employed in such a position, testing as a result of an accident will occur when the accident results in any of the following: (1) the death of a person; (2) permanent or partial disability; or (3) a personal injury requiring medical attention away from the scene of the accident; or (4) damage to District property, unless The District has determined that, without any dispute, the incident is totally the fault of others; or
- Any industrial injury. An employee injuring himself or herself on the job or causing injury to another
  person (employee or third party) shall constitute reasonable suspicion when substance abuse may

have been a contributing factor and shall be a basis for requiring the employee to be tested for drugs and alcohol.

Any physical or verbal altercation. Any physical or verbal altercation with another employee or with
a non-employee during working hours or at any time on District premises unless The District has
determined that, without any dispute, the incident is totally the fault of others.

Refusal to cooperate fully in drug and/or alcohol testing procedures under the circumstances described above will result in immediate termination. If The District directs an employee to undergo drug or alcohol testing based upon a reasonable suspicion, the employee will be placed on unpaid leave from the time of the initial testing until test results are received and reviewed by The District. In the event drug and alcohol screen results are negative, The District will convert the unpaid leave to a paid leave. The District has a Zero Tolerance Drug and Alcohol Policy. It is the intent of The District to promote a safe, healthy and productive work environment for all employees. The District recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions. It is the objective of The District to have a workforce that is free from the influence of controlled substances (illegal drugs) and alcohol during work hours and at all times on District premises. The term "District premises" includes all property, facilities, land, buildings, structures, automobiles, trucks and all other vehicles, whether owned, leased or used by The District or its affiliates or subsidiaries.

# FND OF EMPLOYMENT

### Resignations

Employees are encouraged to provide as much advance notice of their decision to resign as possible under the circumstances. Although employees have the same right as The District to terminate the employment relationship at will, at any time, The District would appreciate at least ten (10) work days' notice of an intention to resign wherever it is possible to do so, in order to prepare final documents and identify and train a replacement. Employees should understand, however, that circumstances may exist where The District may exercise its right to accept a resignation immediately and to accelerate the final date of employment.

### **Final Pay**

All employees terminated by The District or who terminate their employment with 72 hours' previous notice of their intention to resign shall receive, at the time of termination, all wages due them, including pay for all accrued but unused vacation. Employees who voluntarily discontinue their employment without giving The District advance notice of at least 72 hours will be paid all wages and vacation entitlement due to them as soon as possible and in no case later than 72 hours after the time of notice of termination.

Employees who do not report to work or contact their direct manager for three (3) consecutive days on which they are scheduled to work will be considered to have abandoned their position with The District and will be deemed to have voluntarily resigned from The District. Final pay will be available to be picked up at the work location unless the employee requests in writing that the final paycheck be mailed to an address designated by the employee.

Upon end of employment, employees are expected to return all District property in their possession, including keys, vehicles, handbooks, uniforms, credit cards, tools and other equipment.

#### **Exit Interview**

The District may schedule an exit interview with each employee who leaves The District, regardless of the reason

**Commented [VL66]:** Make sure this number matches the Attendance policy language.

# ACKNOWLEDGMENTS

Discrimination,	Harassment	and	Retaliation	Prevention	Policy
Acknowledgment	<u>.</u>				
I, The District NAME'S understand it, and agree	Discrimination, Hara	ployee], h assment a	ereby acknowledge and Retaliation Pre	that I have received vention Policy, har	d a copy of ve read it,
Dated:			By:Employee		
			Employee	•	
Employee Handbe	ook & Employn	nent-At	-Will Acknowle	edgement	
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The material contained published. It replaces ar these policies and procedays by detaching this p	nd supersedes all pric edures. Please ackn	or employe owledge y	e handbooks. You a our receipt of this ha	re expected to know	v and follow
District's Employee Hat adhering to the policies policies, I will contact the the right to terminate my by the President of The contract. The District synotice to its employees.	and procedures cont e TITLE with my que / employment at will e District. This hand	ained in the stions. I a unless specified in the street in	ne handbook. If I shalso understand that ecifically modified by not intended to represent	ould need clarificati both The District ar written agreement esent any binding e	on of these nd I reserve and signed employment
I further understand that any rights contained in S Handbook policy contain	Section 7 of the Nation	nal Labor	Relations Act as furth	ner addressed in the	
Employee Signature			 Date		_



# Resource Conservation District of Greater San Diego County 11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 \* Fax: (619) 562-4799

Website: www.rcdsandiego.org

**Date:** May 10, 2023

# **Agenda Item 5-3: CDFA Conservation Agriculture Planning Grant**

**Discussion / History:** The RCDGSDC has recently applied for and been awarded a grant from CDFA's new Conservation Agriculture Planning Grant Program. We are working in partnership with the Southern California Carbon Farming Hub with the goal of expanding access to conservation planning for small-scale producers in our region. Hub members include four Resource Conservation Districts (RCD): Greater San Diego County, Mission, Inland Empire and Upper San Luis Rey. The Hub is one of several Statewide that build planning capacity and cooperate between agencies and partners to address the urgency, scale, and complexity of the climate crisis in agriculture. Partners will build off experience developed through existing grant agreements with NRCS to prepare conservation plans. Our focus is the Carbon Farm Plan (CFP), as it addresses the primary resource concerns of our beneficiaries: water scarcity, rising temperatures and expanding pest populations. Other plans that will be available to farmers will address irrigation, organic transition, and pollination. Each participating Hub member will develop plans for producers in their district either themselves or via our project partner, FoodShed.

The grant agreement and an MOU to seek authorization to sign the grant agreement are attached.

**Financial Impact:** Grant award of \$249,700

**Staff Recommendation to Board:** Staff requests that the Board authorizes the Executive Director to sign the grant agreement.

State of California, Department of Food and Agriculture AGREEMENT GAU-03 (Rev.3/2023)

# GRANT AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
22-1911-000-SG

This Agreement is entered into between the State Agency and the Recipient named below: STATE AGENCY'S NAME CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA) RECIPIENT'S NAME RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY 2. The Agreement Term is: June 15, 2023 through June 14, 2025 3. The maximum amount of this Agreement is: \$249,700.00 The parties agree to comply with the terms and conditions of the following exhibits and attachments 4. which are by this reference made a part of the Agreement: Exhibit A: Recipient and Project Information 2 Page(s) Exhibit B: General Terms and Conditions 5 Page(s) Exhibit C: Payment and Budget Provisions 2 Page(s) Attachments: Scope of Work and Budget IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. RECIPIENT RECIPIENT'S NAME (Organization's Name) RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY **DATE SIGNED** BY (Authorized Signature) PRINTED NAME AND TITLE OF PERSON SIGNING **ADDRESS** 11769 WATERHILL ROAD, LAKESIDE, CA 92040 STATE OF CALIFORNIA AGENCY NAME CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA) BY (Authorized Signature) **DATE SIGNED** Ø

PRINTED NAME AND TITLE OF PERSON SIGNING

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

1220 N STREET, ROOM 120 SACRAMENTO, CA 95814

LA

### **EXHIBIT A**

# RECIPIENT AND PROJECT INFORMATION

**1.** CDFA hereby awards an Agreement to the Recipient for the project described herein: Conservation Agriculture Planning Grants Program

Project Title: Planning Together: California Carbon Farming Hub

**2**. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:		
Name:	Carolyn Cook	Name:	Ann Baldridge	
Division/Branch:	Office of Environmental Farming and Innovation	Organization:	RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY	
Address:	1220 N Street	Address:	11769 WATERHILL ROAD	
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	LAKESIDE, CA 92040	
Phone:	209-601-9439	Phone:	619-562-0096	
Email Address:	CDFA.OEFI_Capgp@cdfa.c a.gov	Email Address:	ann.baldridge@rcdsandiego.org	

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:
Name:	Rukmi Satpanthi	Name:
Division/Branch:	Office of Environmental Farming and Innovation	Organization:
Address:	1220 N Street	Address:
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:
Phone:	916-658-3361	Phone:
Email Address:	CDFA.OEFI_Capgp@cdfa.c a.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

# 4. RECIPIENT: Please check appropriate box below:

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

This award  $\square$  does  $\boxtimes$  does not support R&D.

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

### **EXHIBIT B**

### GENERAL TERMS AND CONDITIONS

# 1. Approval

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

# 2. Agreement Execution

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

# 3. Assignment

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

# 4. Governing Law

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

### 5. State and Federal Law

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

# 6. Recipient Commitments

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

### 7. Performance and Assurances

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

# 8. Mutual Liability

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

### 9. Unenforceable Provision

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

### 10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

### 11. Non-Discrimination Clause

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

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

### 12. Excise Tax

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

### 13. Disputes

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

# 14. Termination for Convenience

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

### 15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

# 16. Acceptable Failure to Perform

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

# 17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

### 18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

# 19. Publicity and Acknowledgement

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

### 20. News Releases/Public Conferences

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

# 21. Scope of Work and Budget Changes

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

### 22. Reporting Requirements

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

### 23. California State Auditor

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

# 24. Equipment

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

# 25. Closeout

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

### 26. Confidential and Public Records

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

### 27. Amendments

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

### 28. Grant Procedures Manual

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

### 29. Executive Order N-6-22 Russia Sanctions

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

### **EXHIBIT C**

### PAYMENT AND BUDGET PROVISIONS

# 1. Invoicing and Payment

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

# 2. Allowable Expenses and Fiscal Documentation

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

# 3. Prompt Payment Clause

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

# 4. Budget Contingency Clause

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





Application ID: CAPGP-23-076

Budget: \$249,700

**Agreement Term:** June 15, 2023 - June 14, 2025

# I. Project Details

**Recipient:** Resource Conservation District of Greater San Diego County

**Project Title:** Planning Together: California Carbon Farming Hub

**Project Summary:** The Southern California Carbon Farming Hub is collaborating to expand access to conservation planning for small-scale producers in our region. Hub members include four Resource Conservation Districts (RCD): Greater San Diego County, Mission, Inland Empire and Upper San Luis Rey. The Hub is one of several Statewide that build planning capacity and cooperate between agencies and partners to address the urgency, scale, and complexity of the climate crisis in agriculture. Partners will build off experience developed through existing grant agreements with NRCS to prepare conservation plans. Our focus is the Carbon Farm Plan (CFP), as it addresses the primary resource concerns of our beneficiaries: water scarcity, rising temperatures and expanding pest populations. Carbon Farm Plans provide a holistic view of resource concerns across an operation, and incorporate practice with co-benefits such as water retention, temperature mitigation and enhanced biodiversity. These practices also address the compounding impacts of climate change, such as erosion, nutrient depletion and variable rainfall. CFPs are in high demand following extensive outreach during our CDFA Healthy Soils Carbon Farming demonstration in the Tijuana River Valley.

Complimentary plans on farms will address irrigation and pollination, addressing the needs of this unique growing climate whose warm which supports subtropical crops and abundant biodiversity, but is also more vulnerable to drought and pests. In addition, private ranching operations will seek to expand beneficial grazing by developing Habitat Management plans. One rancher who participated in outreach from the CDFA Healthy Soils Prescribed Grazing Demonstration will develop a grazing management plan, making them eligible for Healthy Soils funding. Lastly, the Hub will expand our expertise in organic transition by offering Organic Systems plans in the jurisdiction of two RCD's, opening capacity for future planning.

Counties Served: Riverside, San Diego





# Commitment to spend 25% of funding to benefit Socially Disadvantaged Farmers and Ranchers (SDFRs): Yes

# II. Plans to be Developed

The Recipient, in consultation with the planning expert identified in the application, may develop the types of and number of plans that are indicated in the attached project budget. Recipients will follow the technical requirements outlined in the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) technical documentation for the plan type. Please see attached technical documents for reference.

# Plan Deliverables

Completed plans must include all deliverables as outlined in the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) technical documentation for the plan type. Grant recipients should consult with CDFA to confirm understanding of deliverables. Incomplete plans or plans that do not include the acceptance statement and signatures will not be reimbursed.

Summary of Deliverables for Each Plan Category:

Plan Category	Summary of Deliverables		
Conservation Planning Activity (CPA)	<ol> <li>Cover Page with Acceptance Statement and Signature of Farmer or Rancher</li> <li>Resource Inventory and Assessment Documentation</li> <li>Notes and Correspondence</li> <li>Maps</li> <li>Practice Schedule</li> </ol>		
Design and Implementation Activity (DIA)	<ol> <li>Cover Page with Acceptance Statement and Signature of Farmer or Rancher</li> <li>Notes and Correspondence</li> <li>Implementation Maps</li> <li>Design or Implementation Details</li> <li>Supporting Documentation</li> </ol>		
Conservation Evaluation and Monitoring Activity (CEMA)	<ol> <li>Cover Page with Acceptance Statement and Signature of Farmer or Rancher</li> <li>Notes and Correspondence with copies of Reports, Tool Output, Test Results</li> <li>Comet-Farm Report (for CEMA 218)</li> <li>Maps</li> <li>Evaluation or Monitoring Results (for CEMA 228)</li> </ol>		





Plan Category	Summary of Deliverables
Carbon Farm Plan	Cover Page with Acceptance Statement and Signature of
	Farmer or Rancher
	2. Plan Map
	3. Soils Maps and Soils Descriptions
	4. Resource Assessments including Comet-Planner or Comet-
	Farm Report
	5. Implementation and Maintenance Requirements for the
	Selected Practices

# III. Reporting

# <u>Progress Report</u>

Grant recipients must submit a detailed semi-annual report to CDFA identifying tasks and activities accomplished in the reporting period. CDFA will provide reporting procedures and schedule to grant recipients. Progress Reports must include, at a minimum:

- Total number of agricultural operations assisted, including name and contact information.
- Information of number and type of plans completed.
- Number of individuals assisted who belong to groups such as Socially Disadvantaged Farmers and Ranchers(SDFRs) and/or farms and ranches 500 acres or less.
- Description of plan development activities completed in the reporting period.

# Final Report

Grant recipients will submit a final report detailing all completed plans consistent with the project budget. Completed plans must be approved by the farmer and rancher and submitted to CDFA. For auditing purposes, recipients are required to maintain detailed CAPGP plan development records on-site.

# IV. Attachments

## 1. Budget

The attached budget indicates the types and number of plans for which the Recipient is awarded funding.





# 2. Plan Technical Documents

The attached technical documents describe the requirements and deliverables for development of each type of plan for which the recipient is awarded funding.

# 3. Resume/CV of Planning Expert(s)

The resume or CV of the identified planning expert(s) is attached. This is the individual or individuals who have been identified by CDFA to develop the plans.

Category	Name	<b>Grant-Funded</b>	Narrative
	Wild Willow	\$10,000	RCDGSDC, Kramer
	Domaine Artefact	\$10,000	RCDGSDC, Cady
	TRV Community Garden	\$10,000	RCDGSDC, Meyst
	Rancho Valencia	\$10,000	RCDGSDC, Cady
	GSD 2	\$10,000	RCDGSDC, Cady; Bea Alvarez
	GSD 3	\$10,000	RCDGSDC, Cady; Bea Alvarez
	GSD 4	\$10,000	RCDGSDC, Cady; Bea Alvarez
	GSD 5	\$10,000	RCDGSDC, Cady; Bea Alvarez
Carbon Farm Plan	GSD 6	\$10,000	RCDGSDC, Cady
Carbon Faith Fian	Williams Farm	\$10,000	RCDGSDC, Cady; Mission, Meyst
	MRCD 1	\$10,000	RCDGSDC, Cady; Mission, Meyst
	MRCD 2	\$10,000	RCDGSDC, Cady; Mission, Meyst
	MRCD 3	\$10,000	RCDGSDC, Cady; Mission, Meyst
	Papaw's Organic	\$10,000	RCDGSDC, Cady
	USLR 1	\$10,000	RCDGSDC, Cady; Mission, Meyst
	USLR 2	\$10,000	RCDGSDC, Cady; Mission, Meyst
	USLR 3	\$10,000	RCDGSDC, Cady; Mission, Meyst
	LRPPG Demonstration Farm	\$10,000	Foodshed, Alvarez
159 DIA Grazing Management	Rancho Corte Madera	\$9,800	Tierradata, Kellogg
144 DIA Fish and Wildlife Habitat	Boden Canyon	\$5,800	RCDGSDC, Kramer; Audubon, Allshouse
144 DIA FISH AND WHOME HADILAL	Rancho Corte Madera	\$5,800	RCDGSDC, Kramer; Audubon, Allshouse
163 DIA Irrigation Water Management	Wild Willow	\$12,800	Meyst, Meyst
Design - 1-2 Designs with Pump Test	Papa Joe's	\$12,800	Meyst, Meyst
138 CPA Conservation Plan Supporting	GSD 1	\$8,000	RCDGSDC, Cady
Organic Transition – Crops OR Livestock	MRCD 3	\$8,000	RCDGSDC, Cady; Mission, Meyst
148 DIA Pollinator Habitat	Louis Rubidoux Parkland and Pecan Grove Demonstration Farm	\$6,700	IERCD, Echols
	Grant Total	\$249,700	



### NATURAL RESOURCES CONSERVATION SERVICE

### Carbon Sequestration and Greenhouse Gas Mitigation Management Plan<sup>1</sup>

### **Technical Guidance Document under**

# **Conservation Planning Activity Code 199**

### **DEFINITION**

A Carbon Sequestration and Greenhouse Gas Mitigation Management Plan is a whole-operation conservation plan for cropland, rangeland, pastureland, forestland, and farmstead as applicable, that when fully implemented will increase carbon sequestration and reduce greenhouse gas (GHG) emissions.

### **CRITERIA**

# General Criteria

The Carbon Sequestration and Greenhouse Gas Mitigation Plan should address the overarching cause of global climate change that encompasses all NRCS resource concerns -Soil, Water, Air, Plants, Animals, Humans and Energy. The technical service provider and client develop the plan by addressing resource concerns with a focus on opportunities for enhanced carbon sequestration and/or GHG reduction across the entire operation. Resource concerns on the farm, ranch, or forestland are addressed through the application of targeted, site-specific conservation practices with quantifiable carbon sequestration and/or greenhouse gas benefits. A Carbon Sequestration and Greenhouse Gas Mitigation Plan can include supporting conservation practices that do not necessarily produce quantifiable, direct benefits but have co-benefits and/or ancillary benefits.

The Carbon Sequestration and Greenhouse Gas Mitigation Plan contains all the elements of a conservation plan including an inventory and analysis of current resource conditions (specifically on-operation carbon sequestration and GHG mitigation potential), formulation and evaluation of alternatives, and the client's decisions regarding the design and implementation of a conservation system that will address the identified resource concerns. Reducing greenhouse gas emissions and enhancing carbon sequestration on these lands can provide numerous co-benefits that improve ecosystem function and health. The purpose of this plan is to help clients mitigate the negative effects related to atmospheric carbon dioxide (CO<sub>2</sub>) and other GHGs. The scope and criteria of this plan will be expanded in the future to include management that improves system adaptation and resilience to climate change as additional data regarding those benefits becomes available and quantifiable.

<sup>&</sup>lt;sup>1</sup> This management plan is "Climate Smart" and intended to support the United States Nationally Determined Contribution (NDC) and reporting within the U.S. National Inventory of GHG Emissions and Sinks.



Below is a list of conservation practices that have quantifiable atmospheric benefits, plus the addition of the Soil Carbon Amendment Interim Practice Standard, which is commonly used in Carbon Sequestration and Greenhouse Gas Mitigation Management Plans. Planning is location-specific and in some situations, other practices may also enhance carbon sequestration and/or reduce GHG emissions. The technical service provider is expected to develop a plan that enables the agricultural producer to enhance soil carbon stocks, increase perennial biomass production, protect existing carbon stocks, and have access to voluntary carbon markets.

Climate Change Mitigation Practice Categories	Conservation Practice Standard		
		Conservation Cover (ac)	
		Conservation Crop Rotation (ac)	
	329	Residue and Tillage Management, No Till (ac)	
	329A	Strip Till (ac)	
	329B	Mulch Till (ac)	
	330	Contour Farming (ac)	
	332	Contour Buffer Strips (ac)	
Soil Health	340	Cover Crop (ac)	
Soil Health	345	Residue and Tillage Management, Reduced Till (ac)	
	386	Field Border (ac)	
	393	Filter Strips (ac)	
	412	Grassed Waterways (ac)	
	585	Stripcropping (ac)	
	601	Vegetative Barriers (ft)	
	603	Herbaceous Wind Barriers (ft)	
	808	Soil Carbon Amendment	
Nitrogen Management	590 Nutrient Management (ac)		
Livestock Partnership	366 Anaerobic Digester (no.)		
	512	Forage and Biomass Planting (ac)	
Grazing and Pasture	528	Prescribed Grazing (ac)	
Grazing and Pasture	528A	Prescribed Grazing (ac)	
	550	Range Planting (ac)	
	380	Windbreaks and Shelterbelts (ft)	
Agroforestry, Forestry and Upland Wildlife Habitat	381	Silvopasture Establishment (ac)	
	390	Riparian Herbaceous Buffer (ac)	
	391	Riparian Forest Buffer (ac)	
	612	Tree and Shrub Establishment (ac)	
	645	Upland Wildlife Habitat (ac)	
	650	Windbreak Renovation (ft)	

# **Technical Criteria**

# Phase 1: Collection and Analysis of Information

<u>Identify Client's Objectives</u>: Includes client's short- and long-term goals for their operation including carbon sequestration, GHG emissions reduction, and participating in voluntary environmental markets.



# Inventory Resources

- A. Background and Site Information:
  - Landowner information name, address, operation type, size
  - Location and plan map of parcel
- B. Document Existing Conditions:
  - Resource inventory map boundaries, fields, surface waters, wetlands, fences, land uses, slope, elevation or aspect, Ecological Site map, etc.
  - Soils map, appropriate soil descriptions, and interpretations
  - Current management activities, existing practices, and history
  - Identify all resource concerns that do not currently meet NRCS planning criteria.

# Analyze Resource Data

- A. Core resource concerns identified for each land use must be addressed in the plan. Many of the conservation practices have direct atmospheric benefits and co-benefits for additional resource concerns. In addition to the climate-related resource concerns, list secondary resource concerns for each land use that may be identified during the planning process and if addressed could provide additional benefit.
  - The plan should be developed as comprehensively as possible based on the client's willingness and ability.
- B. Resource assessments must include the results of all appropriate tools. COMET-FARM is required to estimate the carbon sequestered and GHGs reduced. Additional tools to assess other associated resource concerns may include Soil testing, Soil Conditioning Index, Soil Health In-Field Assessment, Interpreting Indicators of Rangeland Health, Pasture Condition Score, and other NRCS approved methodologies, as applicable.
- C. Resource assessments for soil carbon sequestration and soil health for system adaptation and resilience include Soil health testing (Conservation Evaluation and Monitoring Activity 216), In-Field Soil Health Assessment, Interpreting Indicators of Rangeland Health, Pasture Condition Score and other NRCS-approved methodologies as applicable.

# **Phase II: Formulating and Evaluating Alternatives**

# Formulate and evaluate alternatives with the client considering the following:

- Evaluate the alternatives to determine their effects on the identified resource concerns and whether they meet the client's objectives. Look at short-term and long-term ability of conservation practices to reduce greenhouse gases and sequester carbon.
- Practices may be beneficial for addressing certain resources but could potentially have adverse effects on others. Additional practices or



management changes may be needed to mitigate these potential adverse effects. Quantification tools are critically important to estimate the overall net carbon sequestration and GHG emission reductions under the management plan.

# Based on the alternatives selected, develop the carbon plan that includes the following:

- A record of the conservation practices that have been selected to address the identified resource concerns.
- Any necessary specifications and maintenance requirements to implement the practices.
- A schedule of planned practice implementation.
- A plan map showing the record of the client's decisions and location(s) of planned conservation practices. Map includes boundaries, fields, scale, north arrow, appropriate map symbols for existing and planned conservation practices, land use designations, and other features such as streams, surface water, and sensitive areas.
- Quantify the amount of greenhouse gas reduction and/or enhanced carbon sequestration using COMET-FARM other approved NRCS quantification methods and tools.

Carbon Sequestration and Greenhouse Gas Mitigation Management Plan may be used in addition to a Soil Health Management Plan (CPA 116 and DIA 162), a Grazing Management Plan (DIA 159), and/or a Forest Management Plan (CPA 106 and DIA 165), depending on client objectives and land use.

# Phase III: Implementation and Evaluation of the Plan

Practices must be monitored and maintained so that the benefits associated with carbon sequestration and greenhouse gas reductions will continue to be realized.

# **Additional Criteria by Landuse**

# Cropland

- 1. Address core resource concerns for:
  - Air quality: Emissions of greenhouses gases (nitrous oxide, methane, and carbon dioxide)
  - Soil health: Soil organic matter depletion, aggregate instability, soil organism habitat loss or degradation
  - Water quality: Nutrients transported to surface and groundwater
  - Excessive or insufficient water quantity: ponding and flooding, seasonal highwater table, moisture management, drought susceptibility, inefficient irrigation



water use.

- 2. Other co-benefits and ancillary benefits include but are not limited to soil erosion, soil compaction, plant condition, efficient energy use, precision nitrogen application, rice water management, and other atmospheric benefits that do not currently meet planning criteria.
- 3. Meet the client's objectives.
- 4. Comply with federal, state, tribal, and local laws, regulations and permit requirements.

# Rangeland

- 1. Address core resource concerns for:
  - Air quality: Emissions of greenhouses gases (nitrous oxide, methane, and carbon dioxide)
  - Soil health: Soil organic matter depletion, aggregate instability, soil organism habitat loss or degradation
  - Water quality: Nutrients transported to surface and groundwater
  - Excessive or insufficient water quantity: ponding and flooding, seasonal highwater table, moisture management, drought susceptibility, inefficient irrigation water use.
  - Degraded plant condition: Plant health and productivity and inadequate structure and composition
  - Fire Management: Wildfire hazard from biomass accumulation
- 2. Other co-benefits and ancillary benefits include but are not limited to soil erosion, soil compaction, plant condition and other atmospheric benefits that do not currently meet planning criteria.
- 3. Determine baseline animal unit month (AUM) and/or vegetation productivity.
- 4. Meet the client's objectives.
- 5. Comply with federal, state, tribal, and local laws, regulations, and permit requirements.

### Pastureland

- 1. Address core resource concerns for:
  - Air quality: Emissions of greenhouses gases (nitrous oxide, methane, and carbon dioxide)
  - Soil health: Soil organic matter depletion, aggregate instability, soil organism habitat loss or degradation
  - Water quality: Nutrients transported to surface and groundwater
  - Excessive or insufficient water quantity: ponding and flooding, seasonal highwater table, moisture management, drought susceptibility, inefficient irrigation water use.



- Degraded plant condition: Plant productivity and health, and inadequate structure and composition
- Fire Management: Wildfire hazard from biomass accumulation
- 2. Other resource concerns for consideration: soil erosion, soil compaction, efficient energy use, and other resource concerns that do not currently meet planning criteria.
- 3. Determine baseline animal unit month (AUM) and/or vegetation productivity.
- 4. Meet the client's objectives.
- 5. Comply with federal, state, tribal, and local laws, regulations and permit requirements.

### Forestland

- 1. Address core resource concerns for:
  - Air quality: Emissions of greenhouses gases (carbon dioxide)
  - Soil health: Compaction
  - Excessive or insufficient water quantity: ponding and flooding, moisture management, drought susceptibility
  - Pest Pressure: Excessive plant pest pressure and invasive species
  - Degraded plant condition: Plant health and productivity, inadequate structure and composition
  - Fire Management: Wildfire hazard from biomass accumulation
- 2. Meet the client's objectives.
- 3. Comply with federal, state, tribal and local laws, regulations, and permit requirements.

### References

USDA Natural Resources Conservation Service. Field Office Technical Guide.

USDA Natural Resources Conservation Service. National TSP Website. <a href="https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/technical/tsp/">https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/technical/tsp/</a>

USDA Natural Resources Conservation Service. National TSP Resources. <a href="https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/technical/tsp/?cid=nrcseprd1417414">https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/technical/tsp/?cid=nrcseprd1417414</a>

### **DELIVERABLES**

A hard copy and electronic copy of the plan that includes:

• Cover page – name, address, phone of client and Technical Service Provide (TSP);



NRCS conservation practices including planned implementation dates for selected alternative by client; total acres of the plan, signature blocks for the TSP, client, and a signature block for the NRCS acceptance.

- Plan map boundaries, fields, scale, north arrow, appropriate map symbols for existing and planned conservation practices, land use designations, and other features such as streams, surface water, and sensitive areas.
- Soils map and appropriate soil descriptions. The Web Soil Survey can provide the needed information: <a href="http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm">http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm</a>
- Complete list of selected practices and locations.
- Implementation requirements and maintenance requirements of selected practices.
- Quantify the amount of greenhouse gas reduction and/or enhanced carbon sequestration using COMET-FARM. Include a copy of COMET-FARM report for the final selected alternatives.



# **Design and Implementation Activity**

# Irrigation Water Management Design DIA 163

### **Definition**

Design the volume, frequency, and application rate of irrigation water. Implementation requirements for CPS 449 Irrigation Water Management along with other supporting conservation practices are developed.

### **REQUIREMENTS**

# **General Requirements**

A Design and Implementation Activity (DIA) assists a participant with implementing their conservation plan by providing site-specific instructions, requirements, plans, or specifications for putting conservation practices and enhancements on the land.

A DIA may involve providing assistance for a single conservation practice or a combination of structural, vegetative, or land management conservation practices, enhancements, and management activities.

Prior to initiation of the DIA, the Technical Service Provider (TSP) will schedule a conference with the participant and Natural Resources Conservation Service (NRCS) field office staff to ensure an understanding of the participant objectives (including practices to be covered by the DIA), required deliverables, and characteristics of the DIA tasks. The meeting between all parties may take place in person or electronically.

The participant and conservation planner have determined which practices a TSP will provide DIA assistance for. The TSP must have certification in NRCS Registry for each practice they will provide assistance for through this DIA. If not certified for a practice(s), a TSP can use a subcontractor who is a certified TSP for the practice(s). If there are no available certified TSPs, then that practice shall be removed from the scope of the participant's DIA.

DIA assistance is based on the participant's conservation plan and applicable conservation practice standards and related technical guidance provided in the NRCS Field Office Technical Guide (FOTG). Each NRCS State Office publishes appropriate technical guidance and reference information in the state's version of the FOTG. DIA assistance must conform with the conservation practice standards included in FOTG, Section 4 for the state where the practice(s) are to be implemented. A TSP may use conservation practice supporting documents found in the applicable state's FOTG, Section 4 to facilitate delivery of appropriate information to the participant. Examples of conservation practice supporting documents include statements of work (SOW), implementation requirements (IR), practice specifications (PS), standard drawings (SD), General Specifications (GS), Construction Specifications (CS), Material Specifications (MS), and design support tools. The FOTG homepage hyperlink is: https://efotg.sc.egov.usda.gov/#/.

TSP will complete Preliminary and Final Designs for structural practices as outlined in each state adopted CPS, SOW, and the NRCS National Engineering Manual (NEM). The steps in the NEM include:

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- 1) Preliminary engineering work, site investigations, data collection, and documentation
- 2) Adherence to CPS criteria, cost estimates, preliminary alternatives
- 3) Participant's selection
- 4) Preparation of final plans and specifications based on participant's selections
- 5) Design report and engineer's cost estimate
- 6) Operation and maintenance plan
- 7) Quality assurance plan.

The activity will meet the state adopted NRCS Conservation Practice Standards (CPS) and Statements of Work (SOW) included in the participant's conservation plan or EQIP Contract and include at least one of following:

Irrigation Water Management (Code 449)

Irrigation System, Microirrigation (Code 441)

Sprinkler System (Code 442)

Irrigation System, Surface and Subsurface (Code 443)

Irrigation Pipeline (Code 430)

Irrigation Ditch Lining (Code 428)

Irrigation Field Ditch (Code 388)

Irrigation Canal or Lateral (Code 320)

Structure for Water Control (Code 587)

Irrigation Reservoir (Code 436)

Irrigation and Drainage Tailwater Recovery (Code 447)

Pumping Plant (Code 533)

Irrigation Land Leveling (Code 464)

Anionic Polyacrylamide (PAM) Application (Code 450)

Saline and Sodic Soil Management (Code 610)

# **Technical Requirements**

- Include and update, when needed, results from the NRCS approved assessment or tool used to evaluate irrigation water conservation opportunities and the participant's conservation plan.
  - a) Performance characteristics of existing irrigation systems and management (e.g., estimates of irrigation system Distribution Uniformity (DU), and soil moisture by feel and appearance estimation method).

- b) Inventory of soils, crops, topography, water supply, existing physical features, drainage systems, and energy resources (e.g., soils on-site, crops grown, field high and low points, source water location, above-ground and buried utilities, existing surface and subsurface drainage facilities, and existing power equipment).
- c) Documentation of past water withdrawals and application, by crop.
- d) Basis of existing irrigation system and management performance data (e.g., field measurement, original equipment manufacturer (OEM) specification, etc.) and report any differences between reported and expected performance attributed to age, operation, maintenance of equipment or similar factors.
- e) Rationale for irrigation system of management changes, if any, based on either:
  - i) Participant's needs (e.g., manage salinity levels to within crop tolerance levels); or
  - ii) to comply with CPS criteria.
- f) Irrigation water conservation recommendations that can meet CPS criteria and will improve irrigation efficiency, irrigation-induced soil erosion, water quality degradation, concentration of crop root zone constituents, degraded microclimate, plant vigor, energy efficiency, and/or address the water management concerns of the participant's operation.
- 2) Using the criteria in the applicable state adopted CPS and the participant's needs, develop preliminary design alternatives for each practice and/or scenario contracted in this DIA.
  - a) If applicable, provide a variety of different conditions for the same recommendation. For example:
    - i) Operation and maintenance changes of the existing irrigation system(s).
    - ii) Adding technologies to improve demand management (e.g., irrigation scheduling, and conversion of irrigated cropland to dryland farming).
    - iii) Adding technologies to improve supply management (e.g., reuse of drainage water, and increased water storage capacity).
  - b) Estimate installation cost, in dollars, of each preliminary design alternative. Work includes developing preliminary layouts, determining feasibility of current infrastructure, determining performance specifications of proposed equipment, computing approximate quantities of all components, and estimating costs of equipment, materials, labor, permits, certifications, and related items required for installation and start-up of the system.
  - c) All preliminary design alternatives must be linked to improved monitoring and management of the volume, frequency, and application rate of irrigation water on irrigated lands.
  - d) Determine the applicable NRCS financial assistance payment schedule scenario, quantity and payment rates for the implementation of each preliminary design.
- 3) Present each preliminary design alternative to the participant and obtain the participant's selections. Document the selections and date received.

### **DELIVERABLES**

The TSP must provide documentation showing all the tasks indicated in the **Technical Requirements** section and the following sections:

### **Cover Page**

The cover page must include the following:

- 1) DIA name and number.
- Participant information: Name, farm bill program, contract number TSP obtains contract number from participant), land identification (e.g., state, county, farm, and tract number).
- 3) TSP name, TSP number, TSP expiration date, mailing address, phone number, email address.
- 4) Farm identification:
  - a) Farm name, owner name, street address, and county/state.
  - b) Primary phone number of the participant.
  - c) List of all practice and/or scenario designs included in this plan.
- 5) A statement by the TSP that services meet the DIA requirements, such as:

I certify the work completed and delivered for this DIA:

- Complies with all applicable Federal, State, Tribal, and local laws and regulations.
- Meets the General and Technical Requirements for this DIA.
- The planned practices are based on NRCS Conservation Practice Standards in the state Field Office Technical Guide where the practices are to be implemented.
- Is consistent with and meets the conservation goals and objectives for which the program contract was entered into by the participant.
- Incorporates alternatives that are both cost effective and appropriate to address the resource issue(s) and participant's objective(s).

	TSP Signature	Date	9		
6)	Participant's acceptance stat	tement indicating:			
	<ul> <li>The plans and specifications adequately represent existing conditions and the selected preliminary design alternatives. I understand and will abide with the operation and maintenance plans.</li> </ul>				
	<ul> <li>I accept the completed DIA deliverables as thorough and satisfying my objectives.</li> </ul>				
	Participant Signature	D	ate		
7)	A designated space for an NRCS reviewer to certify the agency's acceptance of the completed DIA.				
	NRCS administrative review completion by:				
	Signature	Title	Date		

# **Notes and Correspondence**

- 1) Provide notes, in date-order that:
  - a) Document each interaction with the participant, results of that interaction, and the date of the interaction.
  - b) Document each site visit, its participants, the activity completed in the field, and results of each site visit.
  - c) Provide initials of the note-maker, if more than one person provides the assistance.
- Provide copies of correspondence between the TSP and the participant relating to decision-making and completion of this DIA. For example, description of alternatives presented for evaluation and decision-making.

# **Implementation Maps**

Maps for a DIA must include these features:

- a) Map title.
- b) Participant's name.
- c) Assisted By [TSP planner's name].
- d) Name of applicable conservation district, county, and State.
- e) Date prepared.
- f) Map scale.
- g) Information needed to locate the planning area, such as geographic coordinates, public land survey coordinates, etc.
- h) North arrow.
- i) Appropriate map symbols and a map symbol legend on the map or as an attachment.

# **Design or Implementation Details**

- 1) Develop site-specific written instructions for implementing each planned conservation practice or activity included in the participant's DIA. Those instructions must:
  - a) Include, as a minimum, all items listed in each CPS "Plans and Specifications" section, the Statement of Work (SOW) "Design" section and the applicable Practice Specification (PS).
  - b) Include both graphical and narrative descriptions of the work. Provide descriptive information on the quality of the completed work and the quantities of all materials required for completion of the work.
  - c) A location map, plan view and written information are required. These items may be included in a single document where all specification information is included on the plans, or in multiple documents where the specifications are independent of the plans.
  - d) Include the following certification on the plans, along with the seal and/or signature of the TSP: "To the best of my professional knowledge, judgment, and belief, these plans meet applicable NRCS standards." (Title 210, NEM, Part 505, "Non-NRCS Engineering Services", Subpart B, Section 505.10(3)).

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- 2) Prepare an operation and maintenance plan for each design that the participant will use after implementation of the practices are complete.
  - a) Include, as a minimum, all items listed in each CPS "Operation and Maintenance" section, the SOW "Design" section and the applicable PS.
  - b) Include requirements to obtain all applicable manufacturer installation guides, user manuals and warranty information.

# **Supporting Documentation**

- 1) Provide documentation of the following:
  - a) Surveys
  - b) Geological Investigations
  - c) Testing
  - d) Layouts of all components
  - e) Material specifications
  - f) Infrastructure and other considerations
  - g) Structural, foundation, hydraulic, and other design computations and analysis
  - h) Design checking and reviews
  - i) Facilitating practices or components that support the irrigation system(s) or management modification.
- 2) Computations, analysis, and other items that support and ensure adherence to the CPS criteria and are needed to develop the plans and specifications.
- 3) Engineer's cost estimate of each final design, including costs of components, materials, equipment, and labor required for demolition, relocation, installation, disposal and start-up; fees for disposal, permits, and certifications; charges for testing and other quality assurance activities; and all other costs associated with the implementation of each design.
- 4) Quality assurance activities that are required during installation to ensure the equipment, materials, and installations meet the design intent, function properly, provide the computed conservation benefits, and can be certified as meeting the plans and specifications.
- 5) Other information as required in the CPS Statement of Work, including but not limited to, practice purpose, list of permits, facilitating practices, and state required items that affect safety and other environmental concerns.
  - a) Computed conservation benefits of each design using the appropriate baseline of past water withdrawals, applications, irrigation system uniformity, and energy consumption, by crop.
  - b) Analysis and evaluation of resource inventory conducted during preliminary design phase (e.g., soils tests, to include nutrient levels and salinity and/or water tests, to include nutrients, pathogens, salinity, pH, and trace elements).
  - c) Method planned to measure or quantify future water withdrawals, irrigation applications, and energy consumption.

- d) Documentation of the scientific method planned for scheduling the timing and amount of irrigation applications, based on the methods identified in the CPS. Irrigation scheduling method includes:
- e) Estimated volume of water applied by field, irrigation event, season, and/or year;
  - i) Estimated frequency or timing of irrigation applications, by field;
  - ii) Estimated application rates and depths of irrigation events.
- f) Document associated conservation practices and components required to comprise a conservation system for IWM.

## **Deliver Completed Work**

The TSP must:

- 1) Prepare and provide their participant two sets of the items listed in Deliverables.
  - a) One set is for the participant to keep.
  - b) The other set is for sharing with the local NRCS Office.
  - c) The TSP may transmit a set of the Deliverables to the local NRCS Office, if their participant has authorized it. It is recommended to provide NRCS field office an opportunity to review the DIA deliverables, prior to asking for its acceptance.
- 2) Upload electronic copies of all the Deliverables on NRCS Registry.

#### References

USDA Natural Resources Conservation Service. National Planning Procedures Handbook.

https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=44407

USDA Natural Resources Conservation Service. Field Office Technical Guide. <a href="https://efotg.sc.egov.usda.gov/#/">https://efotg.sc.egov.usda.gov/#/</a>

USDA Natural Resources Conservation Service. National TSP Website. https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/technical/tsp/

USDA Natural Resources Conservation Service. National TSP Resources. https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/technical/tsp/?cid=nrcseprd1417414

## **Design and Implementation Activity**

## **Grazing Management Design DIA 159**

#### Definition

Production of site-specific conservation practice implementation instructions for grazing management activities contained in a conservation plan.

#### REQUIREMENTS

## **General Requirements**

A Design and Implementation Activity (DIA) assists a participant with implementing their conservation plan by providing site-specific instructions, requirements, plans, or specifications for putting conservation practices and enhancements on the land.

A DIA may involve providing assistance for a single conservation practice or a combination of structural, vegetative, or land management conservation practices, enhancements, and management activities.

Prior to initiation of the DIA, the Technical Service Provider (TSP) will schedule a conference with the participant and Natural Resources Conservation Service (NRCS) field office staff to ensure an understanding of the participant objectives (including practices to be covered by the DIA), required deliverables, and characteristics of the DIA tasks. The meeting between all parties may take place in person or electronically.

The participant and conservation planner have determined which practices a TSP will provide DIA assistance for. The TSP must have certification in NRCS Registry for each practice they will provide assistance for through this DIA. If not certified for a practice(s), a TSP can use a subcontractor who is a certified TSP for the practice(s). If there are no available certified TSPs, then that practice shall be removed from the scope of the participant's DIA.

DIA assistance is based on the participant's conservation plan and applicable conservation practice standards and related technical guidance provided in the NRCS Field Office Technical Guide (FOTG). Each NRCS State Office publishes appropriate technical guidance and reference information in the state's version of the FOTG. DIA assistance must conform with the conservation practice standards included in FOTG, Section 4 for the state where the practice(s) are to be implemented. A TSP may use conservation practice supporting documents found in the applicable state's FOTG, Section 4 to facilitate delivery of appropriate information to the participant. Examples of conservation practice supporting documents include statements of work (SOW). implementation requirements (IR), practice specifications (PS), standard drawings (SD), General Specifications (GS), Construction Specifications (CS), Material Specifications (MS), and design support tools. The FOTG homepage hyperlink is: https://efotg.sc.egov.usda.gov/#/.

#### **DELIVERABLES**

The TSP prepares all the following items to fulfill this DIA's requirements:

## **Cover Page**

The cover page must include the following:

- 1) DIA name and number.
- 2) Participant information: Name, farm bill program name, contract number (TSP obtains contract number from participant), land identification (e.g., state, county, farm, and tract number).
- 3) TSP name, TSP number, TSP expiration date, mailing address, phone number, email address.
- 4) A statement by the TSP that services meet the DIA requirements, such as:

I certify the work completed and delivered for this DIA:

- Complies with all applicable Federal, State, Tribal, and local laws and regulations.
- Meets the General and Technical Requirements for this DIA.
- The planned practices are based on NRCS Conservation Practice Standards (CPSs) in the state Field Office Technical Guide where the practices are to be implemented.
- Is consistent with and meets the conservation goals and objectives for which the program contract was entered into by the participant.
- Incorporates alternatives that are both cost effective and appropriate to address the resource issue(s) and participant's objective(s).

	TSP Signature		_ Date	
5)	Participant's acceptance sta	atement indicating:		
	I accept the completed	DIA deliverables as thoroug	gh and satisfying my o	bjectives.
	Participant Signature			
6)	A designated space for an IDIA.	NRCS reviewer to certify th	e agency's acceptance	of the completed
	NRCS administrative re	view completion by:		
	Signature	Title	Date	

## **Notes and Correspondence**

- 1) Provide notes, in date-order that:
  - a) Document each interaction with the participant, results of that interaction, and the date of the interaction.
  - b) Document each site visit, those present, the activity completed in the field, and results of each site visit.
  - c) Provide initials of the note-maker, if more than one person provides the assistance.
- Provide copies of correspondence between the TSP and the participant relating to decisionmaking and completion of this DIA. For example, description of alternatives presented for evaluation and decision-making.

## **Implementation Maps**

Maps for a DIA must include these features:

- a) Map title.
- b) Participant's name.
- c) Assisted By [TSP planner's name].
- d) Name of applicable conservation district, county, and State.
- e) Date prepared.
- f) Map scale.
- g) Information needed to locate the planning area, such as geographic coordinates, public land survey coordinates, etc.
- h) North arrow.
- i) Appropriate map symbols and a map symbol legend on the map or as an attachment.
- j) Locations of planned conservation practices and activities.
- k) Locations of existing conservation practices and activities that support the planned activities- for example existing fence or pipeline that is being connected to by the new, planned practices.
- l) Planning Land Unit (PLU), pasture, paddock, grazing management unit boundaries.

## **Design or Implementation Details**

- 1) Develop site-specific written instructions for implementing each planned conservation practice or activity included in the participant's DIA. Those instructions must:
  - a) Include, as a minimum, all items listed in each CPS "Plans and Specifications" section and the applicable Practice Specification (PS).
  - b) Include all items listed in the "Operations and Maintenance" section.
- 2) Statement of Work documents in a state's FOTG Section 4, include a Design section that lists deliverables needed for the participant's successful implementation.
- 3) Implementation Requirement documents in a state's FOTG Section 4 may be used to prepare and deliver site-specific conservation practice instructions, but are not required to be used.

## **Supporting Documentation**

Provide results of design tools, resource assessments, or other analysis that are required to meet the Criteria in the state's CPS and PS.

## **Deliver Completed Work**

The TSP must:

- 1) Prepare and provide their participant two sets of the items listed in Deliverables.
  - a) One set is for the participant to keep.
  - b) The other set is for sharing with the local NRCS Office.
  - c) The TSP may transmit a set of the Deliverables to the local NRCS Office, if their participant

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- has authorized it. It is recommended to provide NRCS field office an opportunity to review the DIA deliverables, prior to asking for its acceptance.
- 2) Upload electronic copies of all the Deliverables on NRCS Registry.

#### References

- USDA Natural Resources Conservation Service. Cultural Resources Handbook. https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=42752
- USDA Natural Resources Conservation Service. Determining Indicators of Pasture Health (DIPH). <a href="https://directives.sc.eqov.usda.gov/viewerFS.aspx?hid=45118">https://directives.sc.eqov.usda.gov/viewerFS.aspx?hid=45118</a>
- USDA Natural Resources Conservation Service. Field Office Technical Guide. https://efotg.sc.egov.usda.gov/#/
- USDA Natural Resources Conservation Service. Interpreting Indicators of Rangeland Health (IIRH). <a href="https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/landuse/rangepasture/range/">https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/landuse/rangepasture/range/</a>
- USDA Natural Resources Conservation Service. National Planning Procedures Handbook. <a href="https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=44407">https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=44407</a>
- USDA Natural Resources Conservation Service. National Range and Pasture Handbook. <a href="https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084">https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084</a>
- USDA Natural Resources Conservation Service. National TSP Website. https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/technical/tsp/
- USDA Natural Resources Conservation Service. National TSP Resources. <a href="https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/technical/tsp/?cid=nrcseprd1417414">https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/technical/tsp/?cid=nrcseprd1417414</a>
- USDA Natural Resources Conservation Service. Pasture Condition Score (PCS). <a href="https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/pasture/?cid=stelprdb1045215">https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/pasture/?cid=stelprdb1045215</a>
- USDA Natural Resources Conservation Service, the USDA Agricultural Research Service (ARS) Jornada Experimental Range and New Mexico State University (NMSU). EDIT Database. https://edit.jornada.nmsu.edu/
- USDA Natural Resources Conservation Service. Web Soil Survey (WSS). <a href="https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm">https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm</a>

## **Design and Implementation Activity**

# Pollinator Habitat Design DIA 148

#### Definition

Design the conservation practices needed to address a pollinator habitat resource concern by improving, protecting, restoring, enhancing, or expanding flower-rich habitat that supports native and/or managed pollinators.

#### REQUIREMENTS

## **General Requirements**

A Design and Implementation Activity (DIA) assists a participant with implementing their conservation plan by providing site-specific instructions, requirements, plans, or specifications for putting conservation practices and enhancements on the land.

A DIA may involve providing assistance for a single conservation practice or a combination of structural, vegetative, or land management conservation practices, enhancements, and management activities.

Prior to initiation of the DIA, the Technical Service Provider (TSP) will schedule a conference with the participant and Natural Resources Conservation Service (NRCS) field office staff to ensure an understanding of the participant objectives (including practices to be covered by the DIA), required deliverables, and characteristics of the DIA tasks. The meeting between all parties may take place in person or electronically.

The participant and conservation planner have determined which practices a TSP will provide DIA assistance for. The TSP must have certification in NRCS Registry for each practice they will provide assistance for through this DIA. If not certified for a practice(s), a TSP can use a subcontractor who is a certified TSP for the practice(s). If there are no available certified TSPs, then that practice shall be removed from the scope of the participant's DIA.

DIA assistance is based on the participant's conservation plan and applicable conservation practice standards and related technical guidance provided in the NRCS Field Office Technical Guide (FOTG). Each NRCS State Office publishes appropriate technical guidance and reference information in the state's version of the FOTG. DIA assistance must conform with the conservation practice standards included in FOTG, Section 4 for the state where the practice(s) are to be implemented. A TSP may use conservation practice supporting documents found in the applicable state's FOTG, Section 4 to facilitate delivery of appropriate information to the participant. Examples of conservation practice supporting documents include statements of work (SOW), implementation requirements (IR), practice specifications (PS), standard drawings (SD), General Specifications (GS), Construction Specifications (CS), Material Specifications (MS), and design support tools. The FOTG homepage hyperlink is: <a href="https://efotg.sc.egov.usda.gov/#/">https://efotg.sc.egov.usda.gov/#/</a>.

The DIA will meet one or more conservation practices included in the participant's conservation plan. Some of the practices commonly used to address pollinator habitat

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#### conservation include:

Code	Practice Name
327	Conservation Cover
340	Cover Crop
342	Critical Area Planting
386	Field Border
390	Riparian Herbaceous Cover
391	Riparian Forest Buffer
393	Filter Strip
420	Wildlife Habitat Planting
422	Hedgerow Planting
595	Pest Management Conservation System
643	Restoration of Rare or Declining Natural Communities
645	Upland Wildlife Habitat Management
647	Early Successional Habitat Development/Management

#### **DELIVERABLES**

The TSP prepares all the following items to fulfill this DIA's requirements:

## **Cover Page**

The cover page must include the following:

- 1) DIA name and number.
- 2) Participant information: Name, farm bill program name, contract number (TSP obtains contract number from participant), land identification (e.g., state, county, farm, and tract number).
- 3) TSP name, TSP number, TSP expiration date, mailing address, phone number, email address.
- 4) Farm identification:
  - a) Farm name, owner name, street address, and county/state.
  - b) Primary phone number of the participant.
- 5) A statement by the TSP that services meet the DIA requirements, such as:

I certify the work completed and delivered for this DIA:

- Complies with all applicable Federal, State, Tribal, and local laws and regulations.
- Meets the General and Technical Requirements for this DIA.
- The planned practices are based on NRCS Conservation Practice Standards in the state Field Office Technical Guide where the practices are to be implemented.
- Is consistent with and meets the conservation goals and objectives for which the program contract was entered into by the participant.
- Incorporates alternatives that are both cost effective and appropriate to address the resource issue(s) and participant's objective(s).

TSP Signature	Date

6) Participant's acceptance statement indicating:

I accept the completed DIA deliverables as thorough and satisfying my objectives.					
	Participant Signature _		Date		
7)	A designated space for an NRCS reviewer to certify the agency's acceptance of the completed DIA.				
	NRCS administrative review completion by:				
	Signature	Title	Date		

## **Notes and Correspondence**

- 1) Provide notes, in date-order that:
  - a) Document each interaction with the participant, results of that interaction, and the date of the interaction.
  - b) Document each site visit, its participants, the activity completed in the field, and results of each site visit.
  - c) Provide initials of the note-maker, if more than one person provides the assistance.
- Provide copies of correspondence between the TSP and the participant relating to decisionmaking and completion of this DIA. For example, description of alternatives presented for evaluation and decision-making.

## **Design or Implementation Details**

- 1) Develop site-specific written instructions for implementing each planned conservation practice or activity included in the participant's DIA. Those instructions must:
  - a) Include, as a minimum, all items listed in each CPS "Plans and Specifications" section and the applicable PS.
  - b) Include all items listed in the "Operations and Maintenance" section.
  - c) Document the following:
    - i) The estimated flowering season for each of the pollinator-friendly forage plant species.
    - ii) Pesticides used that may pose a hazard to pollinators.
    - iii) If providing crop pollination services, record the crops to be pollinated.
    - iv) [Optional] Identify the expected or targeted pollinators and time-frame (date range) of visits.
  - d) Provide a habitat monitoring plan Identify dates and data to be recorded.
- 2) SOW documents in a state's FOTG Section 4, include a Design section that lists deliverables needed for the participant's successful implementation.
- 3) Implementation Requirement documents in a state's FOTG Section 4 may be used to prepare and deliver site-specific conservation practice instructions, but are not required to be used.

#### Implementation Maps

Maps for a DIA must include these features:

- 1) Map title.
- 2) Participant's name.

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- Assisted By [TSP planner's name].
- 4) Name of applicable conservation district, county, and State.
- 5) Date prepared.
- 6) Map scale.
- 7) Information needed to locate the planning area, such as geographic coordinates, public land survey coordinates, etc.
  - a) Location map of the implementation areas showing access roads to the location.
  - b) Conservation Plan map (this may consist of several maps to account for the entire implementation area). This map may be obtained from the participant.
  - c) Other maps, as needed, with appropriate interpretations.
- 8) North arrow.
- 9) Appropriate map symbols and a map symbol legend on the map or as an attachment.

## **Deliver Completed Work**

The TSP must:

- 1) Prepare and provide their participant two sets of the items listed in Deliverables.
  - a) One set is for the participant to keep. The participant's copy must include the implementation requirements or plans, specifications, operation and maintenance, and quality assurance plan, unless the participant requests other documents from this section.
  - b) The other set is for sharing with the local NRCS Office.
  - c) The TSP may transmit a set of the Deliverables to the local NRCS Office, if their participant has authorized it. It is recommended to provide NRCS field office an opportunity to review the DIA deliverables, prior to asking for its acceptance.
- 2) Upload electronic copies of all the Deliverables on NRCS Registry.

#### References

USDA Natural Resources Conservation Service. Field Office Technical Guide. <a href="https://efotg.sc.egov.usda.gov/#/">https://efotg.sc.egov.usda.gov/#/</a>

USDA Natural Resources Conservation Service. National TSP Resources.

<a href="https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/technical/tsp/?cid=nrcseprd1417414">https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/technical/tsp/?cid=nrcseprd1417414</a>

USDA Natural Resources Conservation Service. National TSP Website. https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/technical/tsp/



## **Design and Implementation Activity**

# Fish and Wildlife Habitat Design DIA 144

#### Definition

Design the conservation practices needed to address a fish or wildlife habitat resource concern.

A fish and wildlife habitat Design and implementation Activity (DIA) provides site-specific instructions to implement fish and wildlife habitat conservation practices included in a conservation plan.

#### REQUIREMENTS

### **General Requirements**

A DIA assists a participant with implementing their conservation plan by providing site-specific instructions, requirements, plans, or specifications for putting conservation practices and enhancements on the land.

A DIA may involve providing assistance for a single conservation practice or a combination of structural, vegetative, or land management conservation practices, enhancements, and management activities.

Prior to initiation of the DIA, the Technical Service Provider (TSP) will schedule a conference with the participant and NRCS field office staff to ensure an understanding of the participant objectives (including practices to be covered by the DIA), required deliverables, and characteristics of the DIA tasks. The meeting between all parties may take place in person or electronically.

The participant and conservation planner have determined which practices a TSP will provide DIA assistance for. The TSP must have certification in NRCS Registry for each practice they will provide assistance for through this DIA. If not certified for a practice(s), a TSP can use a subcontractor who is a certified TSP for the practice(s). If there are no available certified TSPs, then that practice shall be removed from the scope of the participant's DIA.

DIA assistance is based on the participant's conservation plan and applicable conservation practice standards and related technical guidance provided in the NRCS Field Office Technical Guide (FOTG). Each NRCS State Office publishes appropriate technical guidance and reference information in the state's version of the FOTG. DIA assistance must conform with the conservation practice standards included in FOTG, Section 4 for the state where the practice(s) are to be implemented. A TSP may use conservation practice supporting documents found in the applicable state's FOTG, Section 4 to facilitate delivery of appropriate information to the participant. Examples of conservation practice supporting documents include statements of work (SOW), implementation requirements (IR), practice specifications (PS), standard drawings (SD), General Specifications (GS), Construction Specifications (CS), Material Specifications (MS), and design support tools. The FOTG homepage hyperlink is: https://efotg.sc.egov.usda.gov/#/.

This DIA must improve the condition for one or more of the following resource concerns:

- 1) Terrestrial Habitat:
  - a) Terrestrial habitat for wildlife and invertebrates.
- 2) Aquatic Habitat:
  - a) Aquatic habitat for fish and other organisms.
  - b) Elevated water temperature.

This DIA must provide implementation instructions for at least one of the following NRCS conservation practice standards, as supplemented in the state FOTG where the DIA planning land unit is located:

- Stream Habitat Improvement and Management (Code 395).
- Upland Wildlife Habitat Management (Code 645).
- Wetland Wildlife Habitat Management (Code 644).

#### **DELIVERABLES**

The TSP must provide documentation showing all the tasks indicated in the **REQUIREMENTS** section, and **DELIVERABLES** section are completed:

## **Cover Page**

The cover page must include the following:

- 1) DIA name and number.
- 2) Participant information: Name, farm bill program name, contract number (TSP obtains contract number from participant), land identification (e.g., state, county, farm, and tract number).
- 3) TSP name, TSP number, TSP expiration date, mailing address, phone number, email address.
- 4) Farm identification:
  - a) Farm name, owner name, street address, and county/state.
  - b) Primary phone number of the participant.
  - c) List of all practice and/or scenario designs included in this plan.
- 5) A statement by the TSP that services meet the DIA requirements, such as:

I certify the work completed and delivered for this DIA:

- Complies with all applicable Federal, State, Tribal, and local laws and regulations.
- Meets the General and Technical Requirements for this DIA.
- The planned practices are based on NRCS Conservation Practice Standards in the state Field Office Technical Guide where the practices are to be implemented.
- Is consistent with and meets the conservation goals and objectives for which the program contract was entered into by the participant.
- Incorporates alternatives that are both cost effective and appropriate to address the resource issue(s) and participant's objective(s).

TSP Signature	Date
<u> </u>	

6) Participant's acceptance statement indicating:

I accept the completed DIA deliverables as thorough and satisfying my objectives.

	Participant Signature _		Date		
7)	A designated space for an NRCS reviewer to certify the agency's acceptance of the completed DIA.				
	NRCS administrative review completion by:				
	Signature	Title	Date		

## **Notes and Correspondence**

- 1) Provide notes, in date-order that:
  - a) Document the participant's objectives.
  - b) Document each interaction with the participant, results of that interaction, and the date of the interaction.
  - c) Document each site visit, its participants, the activity completed in the field, and results of each site visit.
  - d) Provide initials of the note-maker, if more than one person provides the assistance.
- 2) Provide copies of correspondence between the TSP and the participant relating to decisionmaking and completion of this DIA. For example, description of alternatives presented for evaluation and decision-making.

## **Implementation Maps**

- 1) Habitat Practice Implementation Map (this may consist of several maps to account for the entire implementation area). This map will specifically include:
  - a) Boundary lines for the Planning Land Units (PLUs) with labels (name, number, or both). A PLU is a unique geographic area, defined by a polygon, that has common land use and is owned, operated, or managed by the same participant or participants. The PLU is the minimum unit for planning.
  - b) Acreage of each PLU.
  - c) Land uses (noting management activities associated with each land use).
  - d) Delineation of vegetation communities present onsite.
  - e) Habitat features (rock piles, snags, den sites, nest boxes, etc.)
  - f) Streams, surface waters, wetlands.
  - g) Fences, watering facilities.
  - h) Location of planned and applied conservation practices.
- 2) Other maps, as needed, with appropriate interpretations.
- 3) All maps for a DIA must include these features:
  - a) Map title.
  - b) Participant's name.
  - c) Assisted By [TSP planner's name].
  - d) Name of applicable conservation district, county, and State.
  - e) Date prepared.

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- f) Map scale.
- g) Information needed to locate the planning area, such as geographic coordinates, public land survey coordinates, etc.
- h) North arrow.
- i) Appropriate map symbols and a map symbol legend on the map or as an attachment.

## **Design or Implementation Details**

- 1) Develop site-specific written instructions for implementing each planned conservation practice or activity included in the participant's DIA. Those instructions must:
  - a) Include, as a minimum, all items listed in each CPS "Plans and Specifications" section and the applicable Practice Specification (PS).
  - b) Include all items listed in the "Operations and Maintenance" section.
- 2) SOW documents in a state's FOTG Section 4, include a Design section that lists deliverables needed for the participant's successful implementation.
- 3) Implementation Requirement documents in a state's FOTG Section 4 may be used to prepare and deliver site-specific conservation practice instructions, but are not required to be used.

## **Supporting Documentation**

Provide results of design tools, resource assessments, or other analyses that are required to meet the Criteria in the state's CPS and PS.

- 1) Provide documentation of the following:
  - a) Site-level resource inventory and assessment data and analysis used to develop the site-specific conservation practice instructions.
  - b) Reference to assessment information incorporated from a fish and wildlife management plan.
  - c) Provide an Endangered Species Act effects determination (no affect, may affect but not likely to adversely affect, may adversely affect) for practice implementation for all Federal candidate, proposed, threatened and endangered species with the potential to occur onsite If critical habitat has been designated onsite, make determination whether practice implementation may adversely modify critical habitat. Provide conservation measures that avoid or minimize adverse effects.
- 2) Quality assurance activities that are required during the installation to ensure the materials and installations meet the CPS purpose, function properly and can be certified as meeting the plans and specifications.
- 3) Other information as required in the CPS SOW, including but not limited to, practice purpose, list of permits, facilitating practices, and state required items that affect safety and other environmental concerns.

## **Deliver Completed Work**

The TSP must:

- 1) Prepare and provide their participant two sets of the items listed in Deliverables.
  - a) One set is for the participant to keep.
  - b) The other set is for sharing with the local NRCS Office.

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- c) The TSP may transmit a set of the Deliverables to the local NRCS Office, if their participant has authorized it. It is recommended to provide NRCS field office an opportunity to review the DIA deliverables, prior to asking for its acceptance.
- 2) Upload electronic copies of all the Deliverables on NRCS Registry.

#### References

- USDA Natural Resources Conservation Service. National Biology Handbook.
- USDA Natural Resources Conservation Service. National Biology Manual.
- USDA Natural Resources Conservation Service. National Environmental Compliance Handbook <a href="https://directives.sc.eqov.usda.qov/viewerFS.aspx?hid=39467">https://directives.sc.eqov.usda.qov/viewerFS.aspx?hid=39467</a>
- USDA Natural Resources Conservation Service. Field Office Technical Guide. <a href="https://efotg.sc.egov.usda.gov/#/">https://efotg.sc.egov.usda.gov/#/</a>
- USDA Natural Resources Conservation Service. National Forestry Handbook.
- USDA Natural Resources Conservation Service. National Forestry Manual.
- USDA Natural Resources Conservation Service. National Planning Procedures Handbook. <a href="https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=44407">https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=44407</a>
- USDA Natural Resources Conservation Service. National TSP Resources. <a href="https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/technical/tsp/?cid=nrcseprd1417414">https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/technical/tsp/?cid=nrcseprd1417414</a>
- USDA Natural Resources Conservation Service. National TSP Website. https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/technical/tsp/



## **Conservation Planning Activity**

# Conservation Plan Supporting Organic Transition CPA 138

#### Definition

A site specific conservation plan that contains planned conservation treatment activities for resource concerns resulting from the transition of conventional to organic production systems.

## **Applicable Land Uses**

This conservation planning activity applies to farmstead (production area), as well as cropland, pastureland, rangeland, and grazed forest land.

#### REQUIREMENTS

## **General Requirements**

This Conservation Planning Activity (CPA) involves a Technical Service Provider (TSP), hired by a Farm Bill Program participant, providing a conservation plan to document participant objectives, benchmark (current) conditions, resource concerns, alternative actions, the evaluation of alternative actions, and the participant's preferred alternative with the intent to achieve specific ecological, economic and management objectives.

This activity will meet the Natural Resource Conservation Service (NRCS) planning criteria for one or more of the plant, animal, water, air, and soil resource concerns. The overall conservation plan must accomplish one or more purposes as described in the criteria and considerations for each conservation practice, as described in the Conservation planning process as outlined in the NRCS National Planning Procedures Handbook (NPPH), steps 1-7. A summary of those seven steps is provided in <a href="Appendix A. Conservation Planning Activity">Appendix A. Conservation Planning Activity</a>, General Requirements, at the end of this document. Do not overlook the General Requirements – they are important for this CPA's development.

State-specific conservation planning reference information and technology is provided in the NRCS Field Office Technical Guide (FOTG). The FOTG home page hyperlink is: https://efotg.sc.egov.usda.gov/#/

#### **Technical Requirements**

CPA 138 must be developed by a TSP who meets NRCS Conservation Plan Supporting Organic Transition certification requirements (see NRCS Registry).

#### The TSP must:

- 1) Arrange a pre-work meeting between participant, TSP and NRCS field office in order to establish collaboration and address any questions among the parties.
- 2) Maintains a written and date-ordered record of discussions with the participant that are related to this planning activity.

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- 3) Conducts an on-site inventory of participant's planning area to inventory the current land uses and land management systems in the operation.
- 4) Uses NRCS-approved technology tools and protocols to assess resource concerns, as indicated in the state's FOTG, Section 3, including:
  - a) Water Erosion
     RUSLE2 simulation (all fields) reports for the benchmark and the agreed upon
     conservation practice changes are included as part of the Organic Transition-DIA
     document.
  - b) Wind Erosion Complete the Wind Erosion Prediction System (WEPS) on all fields to document reduction of wind erosion loss after installation of conservation practices. Include the WEPS simulation report.
  - c) Nitrogen Leaching and Off-site Movement Completed State approved environmental risk assessment tool designed to assess the potential for nitrogen movement out of agricultural lands via leaching, surface offsite transport and atmospheric loss. The Leaching Index functionality within RUSLE2 may be used when a State N assessment is not available. Report will document the effect of installed conservation practices.
  - d) Phosphorus Assessment/Index Completed State approved risk assessment showing the installed conservation practice effect on risk of P movement. If using MMP and MMP includes a valid State risk assessment, include the custom report document.
  - e) Pesticide Screening Tool/Hazard Assessment Complete the Windows Pesticide Screening Tool (WIN-PST) on all NOP approved pesticides used to document any hazards for pesticide losses. Include reports.
- 5) Develops a minimum of one conservation alternative to meet the resource needs, participant's objective(s), and adequately addresses the NRCS-recognized Resource Concern(s) that participant chooses to address. The list of Resource Concerns appears in the state's FOTG, Section 3. Contrast this alternative with the no-action alternative (what is predicted to happen if no action is taken).
- 6) Include an evaluation of the alternative's effects on the participant's land use, capital, labor, management, risk, profitability, and public health and safety.
- 7) Present and explain technically feasible conservation alternatives to the participant and obtain the participant's decision about what conservation practices to use, the practice location(s), and the schedule to guide sequential installation of conservation practices.
- 8) Produces conservation plan products (plan schedule, maps, and other useful supporting material) based on decisions reached in the previous item and in the Deliverables section of this document.
- 9) Must be developed to assist participants in taking voluntary actions to meet the National Organic Program (NOP) regulations for organic certification related to addressing natural resource concerns for soil, water, wetlands, woodlands and wildlife. Here is a link to the NOP regulations: <a href="https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=3f34f4c22f9aa8e6d9864cc2683cea02&tpl=/ecfrbrowse/Title07/7cfr205\_main\_02.tpl">https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=3f34f4c22f9aa8e6d9864cc2683cea02&tpl=/ecfrbrowse/Title07/7cfr205\_main\_02.tpl</a>
- 10) Include considerations to avoid or mitigate any adverse effects on unique resources and other soil, water, air, plants, animals (including livestock, fish, and wildlife), energy, or human

- concerns, as well as on special environmental considerations.
- 11) Collect and evaluate data on special environmental concerns, such as wetlands, endangered species, or cultural/historic sites on and near the planning area. NRCS needs this information to understand the effects implementing the conservation practices will have on the environment; and will use this information to complete an environmental evaluation (CPA-52).
- 12) In most situations, a combination of conservation practices and management activities will be required to meet the production needs of the owner/operator and the resource concerns associated with the farmstead and land treatment areas. The Field Office Technical Guide (FOTG) Section III and National Planning Procedures Handbook (NPPH) contain additional information and guidance.

#### Farmstead (Production Area)

- Review/Develop plan map(s) showing existing and planned structures (See NPPH Title 180, part 600.31 subpart A for map requirements), and soils map(s) for all fields indicating map units. Note: Provide a brief description of any limitations of the soil for desired use. Appropriate conservation practices, existing or planned, will address the limitations.
- 2) For livestock operations, record or update the Animal Inventory Information (both existing and proposed) to include such information as type, number and average weight.
- 3) For livestock operations, record Manure Storage Information including type of manure storage, existing storage volumes/sizes (when applicable) and maximum length of storage available. When applicable, document planned imports, exports, and on-farm transfers of manure and other NOP allowed substances.
- 4) Record Pesticide Handling and Storage Facilities.

## **Crop and Pasture (Land Treatment Areas)**

- Review/develop plan map(s) showing fields, soils, sensitive areas, setbacks, existing and planned crop and pasture practices. Note: Provide a brief description of any limitations of the soil for desired use. Appropriate conservation practices, existing or planned, will address the limitations.
- 2) Review and update:
  - a) Any existing results of approved risk assessment tools for soil erosion, nitrogen, phosphorus and pesticides.
  - b) Identify sensitive area setback distances required for application of organic or inorganic nutrients or pesticides to protect water quality.
  - c) Soil test result data. New or updated soil tests shall be scheduled if analysis exceeds testing recommendations.
  - d) Test result data for all nutrient sources to include manure water, compost, organic byproduct, and plant tissue sample analyses applicable to the plan. Schedule any new sampling according to LGU recommendations.
  - e) Confirm or update the current and/or planned crop rotation including realistic yield goals for the crops. Highlight any crop rotation changes such as adding cover crops, multi-year perennials, non-harvested crops to build soil health.
  - f) Include operational changes to tillage and residue management, use of compost and/or

- biochar, and other management changes to meet NOP criteria.
- g) Listing and quantification of all nutrient sources, fertilizer recommendations, planned nutrient applications and form.
- h) Outdoor access plan for livestock and poultry. Consider Grazing Management Plan (CPA 110) and Grazing Management Design and Implementation Activity (DIA 159) if needed.

## Wetlands, Woodlands and Wildlife (Resource improvement Areas)

- Review/develop plan map(s) showing wetlands, woodlands and wildlife habitat.
- 2) Review current state of inventory and how resources will be maintained or improved for:
  - a) Wetlands protection from resource degradation by sediment, nutrients and pathogens. Confirm that a Highly Erodible Land and Wetland Conservation determination for each field has been completed. Refer participant to Farm Service Agency if not able to confirm. Consider incorporating Grazing Management Plan (CPA 110) and Grazing Management Design and Implementation Activity (DIA 159). The grazing management plan will define the timing, duration and intensity of grazing if applicable.
  - b) Woodlands Consider incorporating Grazing Management Plan (CPA 110) and Grazing Management Design and Implementation Activity (DIA 159). Grazed forest grazing management plans will define the timing, duration and intensity/defoliation for all livestock.
  - c) Wildlife Livestock watering tanks must include exit ramps for birds or small animals.

#### **DELIVERABLES**

The TSP must provide documentation showing all the tasks indicated in the **General Requirements** section, the **Technical Requirements** section, and the following sections:

#### **Cover Page**

The cover page must include the following:

- 1) CPA name and number.
- 2) Participant information: Name, farm bill program name, contract number (TSP obtains contract number from participant), land identification (e.g., state, county, farm, and tract number).
- 3) TSP name, TSP number, TSP expiration date, mailing address, phone number, email address.
- 4) A statement by the TSP that services meet the CPA requirements, such as:

I certify the work completed and delivered for this CPA:

- Complies with all applicable Federal, State, Tribal, and local laws and regulations.
- Meets the General and Technical Requirements for this CPA.
- The planned practices are based on NRCS Conservation Practice Standards (CPSs) in the state Field Office Technical Guide where the practices are to be implemented.
- Is consistent with and meets the conservation goals and objectives for which the program contract was entered into by the participant.
- Incorporates alternatives that are both cost effective and appropriate to address the

		, h	(-).		
	TSP Signature		_ Date		
5)	Participant's acceptance sta	atement indicating:			
	I accept the completed	CPA deliverables as thorou	gh and satisfying my	objectives.	
	Participant Signature		Date		
6)	A designated space for an ICPA.	NRCS reviewer to certify the	e agency's acceptanc	e of the completed	
	NRCS administrative review completion by:				
	Signature	Title	Date		

## **Resource Inventory and Assessment Documentation**

Results from NRCS-approved resource assessment technology tools that are appropriate for the resource conservation needs and participant objectives to compare the benchmark condition with the planned alternative condition, including as applicable:

- 1) Any additional assessments, maps, and sketches resulting from the planning process used in preparation and arriving at the alternative selected.
- 2) Any photographs or documentation used to support the determination documented.
- 3) Document the effects of each Alternative on other resources concerns.

resource issue(s) and participant's objective(s)

- 4) Considerations to avoid or mitigate any adverse effects on unique resources and other soil, water, air, plants, animals (including livestock, fish, and wildlife), energy, or human concerns, as well as on special environmental considerations.
- 5) An evaluation of the alternative's effects on the participant's land use, capital, labor, management, risk, profitability, and public health and safety.
- 6) Descriptions of current crops and rotation, farming practices (tillage, nutrient application methods, timing, source, and rate), soils, and equipment and technology utilized.
- 7) Calculations from current erosion prediction technology used to estimate benchmark annual sheet and rill erosion and wind erosion in tons/acre. Include printout of any software utilized
- 8) Organic System Plan documentation
  - a) Description of Organic Production, Application Information, and Land Requirements.
  - b) Crop Production, Seed and Planting Stock, Soil Management and Crop Rotation, Pest, Disease and Weed Management & Monitoring, Irrigation Water, Equipment and Containers, Treated Wood, Materials List, Greenhouse Crop Production, Compost and/or Manure Use and/or Production, Facility Pest Management, and Wild Crop Harvest.

## **Notes and Correspondence**

- 1) Provide notes, in date-order that:
  - a) Document each interaction with the participant, results of that interaction, and the date of the interaction.
  - b) Document the participant's objectives.
  - c) Document each site visit, those present, the activity completed in the field, and results of

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each site visit.

- d) Provide initials of the note-maker, if more than one person provides the assistance.
- 2) Information provided to support the participant's understanding of the planned conservation practices such as applicable "Conservation Practice Overview" sheets from the FOTG, or other prepared material.
- Provide copies of correspondence between the TSP and the participant relating to decisionmaking and completion of this CPA. For example, description of alternatives presented for evaluation and decision-making.

### Maps

Maps for this CPA must include, but are not limited to:

- 1) General location map of the planning area showing access roads to the location.
- 2) A CPA map (this may consist of several maps to account for the entire planning area). This map will specifically include:
  - a) Boundary lines for the Planning Land Units (PLUs) with labels (name, number, or both). A PLU is a unique geographic area, defined by a polygon, which has common land use and is owned, operated, or managed by the same participant or participants. The PLU is the minimum unit for planning.
  - b) Land-use designation and any applicable land-use modifiers such as irrigation for each PLU, as appropriate. The NRCS-recognized land use names and land use modifiers are listed in the National Planing Procedures Handbook, Definitions section. (Handbook 180, Part 600.2) Here is a link to the National Planning Procedures Handbook: <a href="https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=44407">https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=44407</a>
  - c) Acreage for each PLU.
  - d) Location of sensitive resources and setbacks, if applicable.
  - e) Locations of planned and applied conservation practices.
  - f) If the planning area includes nonprivate lands, such as Federal or Tribal lands, a land status map must be included to display land ownership categories (Private, State Trust, BLM, Tribal, and Territorial, etc.).
- 3) Soil interpretative map(s) and other natural resource maps used to support the planning activity.
- 4) All maps developed for the CPA will include:
  - a) Map title.
  - b) Participant's name.
  - c) Assisted By [TSP planner's name].
  - d) Name of applicable conservation district, county, and State.
  - e) Date prepared.
  - f) Map scale.
  - g) Information needed to locate the planning area, such as geographic coordinates, public land survey coordinates, etc.
  - h) North arrow.

i) Appropriate map symbols and a map symbol legend on the map or as an attachment.

#### **Practice Schedule**

A record of the participant's decision, which includes:

- 1) A table, titled "Practice Schedule" indicating all of the following:
  - a) Tract Number to have practice(s) installed.
  - b) PLU (Field) number to have practice(s) installed.
  - c) Practice Code and Practice Name (Codes and Names are used for conservation practices, conservation activities, enhancements, and bundles) to be implemented,
  - d) Estimated Amount of each practice to be implemented, and the practice's measurement units.
  - e) Dates (month and year) the conservation activities are intended to be installed, or were previously installed.

The Practice Schedule is used in conjunction with a conservation plan map to document the participant's decision and vision for conservation implementation. Table 1 provides an example Practice Schedule.

**Table 1. Example Practice Schedule** 

Tract	PLU (Field) #	Practice	Practice Name	Planned Amt	Practice	Planned Date
Number		Code			Units	
1000	3, 5, 7	340	Cover Crop	75	Ac.	September 2022
1000	9, 11	600	Terrace	3,000	Ft.	May 2023
1000	9, 11	638	Water and Sediment Control Basin	2	No.	May 2023

- 2) Brief descriptions of the planned conservation practices to explain their use in the context of this plan. For example, "Cover Crop Plant grasses, legumes, or forbs for seasonal vegetative cover to protect or improve natural resources."
- 3) As needed, applicable "Conservation Practice Overview" sheets or other prepared material.
- 4) Available maps, sketches, and designs resulting from the planning process that will be useful to the participant in implementing the Practice Schedule.

#### **Deliver Completed Work**

The TSP must:

- 1) Prepare and provide their participant two sets of the items listed in Deliverables.
  - a) One set is for the participant to keep.
  - b) The other set is for sharing with the local NRCS Office.
  - c) The TSP may transmit a set of the Deliverables to the local NRCS Office, if their participant has authorized it. It is recommended to provide NRCS field office an opportunity to review the CPA deliverables, prior to asking for its acceptance.
- 2) Upload electronic copies of all the items listed under the **Deliverables** heading on NRCS Registry.

#### REFERENCES

- USDA Natural Resources Conservation Service. Cultural Resources Handbook. https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=42752
- USDA Natural Resources Conservation Service. Field Office Technical Guide. https://efotg.sc.egov.usda.gov/#/
- USDA Natural Resources Conservation Service. National Environmental Compliance Handbook. <a href="https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=39467">https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=39467</a>
- USDA Natural Resources Conservation Service. National Planning Procedures Handbook.htts://directives.sc.egov.usda.gov/viewerFS.aspx?hid=44407
- USDA Natural Resources Conservation Service: National Range and Pasture Handbook
- USDA Natural Resources Conservation Service. National TSP Resources.

  <a href="https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/technical/tsp/?cid=nrcseprd1417414">https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/technical/tsp/?cid=nrcseprd1417414</a>
- USDA Natural Resources Conservation Service. National TSP Website. https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/technical/tsp/

## Appendix A - Conservation Planning Activity, General Requirements

#### Overview

The Technical Service Provider (TSP) hired by a participant to complete this Conservation Planning Activity (CPA) is expected to complete conservation planning steps 1 through portions of 7 of the Natural Resource Conservation Service (NRCS) 9 step conservation planning process, as outlined in the NRCS National Planning Procedures Handbook (NPPH). Those steps are described below. The NPPH may be consulted for more detailed descriptions of the steps. NPPH is located at the following link: https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=44407.

## **Identify Problems and Opportunities (Step 1)**

Visit with the participant to identify and document existing, potential, and perceived natural resource problems, opportunities, and concerns in the planning area. The identified problems and opportunities as well as the participant objectives guide the remainder of the planning process and are the basis for the purpose and need for action that are documented in NRCS Environmental Evaluation. This will include items such as soils, ecological sites or forage suitability groups, where applicable, and discuss opportunities to maintain and/or enhance resource conditions.

## **Determine Objectives (Step 2)**

Determine the participant's planning objectives by developing an understanding with the participant of the desired future condition for the planning area, as compared to the existing conditions. This is the purpose for the participant to take action. It includes the desired resource uses, resource problem reductions, onsite and offsite ecological protection, and production concerns. As resources are inventoried, their interactions are analyzed, and alternatives formulated, objectives may need to be reviewed and modified.

## **Inventory Resources (Step 3)**

The resource inventory documents benchmark (current) conditions of natural resources in the CPA planning area. The inventory documentation requirements and resource concerns to be evaluated specifically for each CPA are provided in the CPA's TECHNICAL REQUIREMENTS section, Use NRCS Field Office Technical Guide (FOTG) Sections 1 and 2, plus Web Soil Survey (WSS) and other helpful resources to support the inventory. In addition, each CPA requires the following inventory documentation as applicable:

- 1) General description of the enterprise/operation.
- 2) Document any previously installed or implemented conservation practice(s) and indicate whether the existing practice(s) is currently accomplishing the conservation practice purpose indicated in the NRCS conservation practice standard in the state's FOTG, Section 4,
- 3) Equipment, technology and management activities currently being used by the participant,
- 4) Soils, climate, topography,
- 5) Environmentally sensitive areas in and around the planing area- for example riparian areas, cultural resources and historic properties, habitat for rare or protected species, and wetlands,
- 6) The need for Highly Erodible Land or Wetland compliance determinations associated to the planning land unit,
- 7) Pertinent Federal, State, Tribal, and local laws, regulations, policies and their associate permit requirements.

- 8) Identification of existing conditions through a resource inventory.
- 9) After the prior steps, identity if/what you have learned about other relevant soil, water, air, plant and animal resource concerns.
- 10) Provide a landscape setting description explaining how surrounding management affects the property as well as how the participant's actions impact their neighbors. Consider aesthetic quality, privacy, wildlife movement and habitat, noxious weeds, urban encroachment, wildland fire interface, if applicable.

## **Analyze Resource Data (Step 4)**

Run applicable resource assessment tools and compare the current (benchmark) conditions with the desired future conditions to identify resource concerns that need to be addressed. Analyses and documentation requirements are provided in the Technical Requirements and Deliverables sections.

Analyses documentation will include at a minimum:

- 1) Benchmark conditions,
- 2) Results of assessment tools (as applicable), and
- 3) The need for conservation actions, in terms of a desired future condition,
- 4) NRCS resource concerns identified.

## Formulate Alternatives (Step 5)

Develop a minimum of two alternatives. The first is a *no-action alternative* in which current management activities are assumed to continue. The second is an action alternative identifying a conservation practice or a system of conservation practices and management activities to address the identified resource concern(s). Additional action alternatives may be developed to identify different ways of achieving participant objectives. Each action alternative must meet the participant's objectives and comply with Federal, State, Tribal, and local laws, regulations, and policies.

## **Evaluate Alternatives (Step 6)**

Evaluate the alternatives and describe the natural resource, environmental and socio-economic effects associated with each alternative. Review with NRCS and the participant the analysis of the resource inventory and the evaluation of alternatives. This information will provide the participant with information needed to select their preferred alternative.

When evaluating the no-action alternative, provide information to the participant about what will occur if current management activities continue, and no new practices are implemented.

When evaluating conservation practice effects, the short and long-term effect on natural resources and the applicability and effect on special environmental concerns identified in Step-3 (Resource Inventory) must be documented. Include recommendations that will avoid or mitigate any adverse effects on soil, water, air, plants, animals (including livestock, fish, and wildlife), energy, or socioeconomic concerns, as well as on special environmental concerns.

Prepare the following documentation, at a minimum:

1) Documentation of alternatives discussed and site level resource inventory and assessment data, and analysis used to formulate management alternatives.

- 2) Considerations to avoid or mitigate any adverse effects on those unique resources and other soil, water, air, plants, animals (including livestock, fish, and wildlife), energy, or human concerns, as well as on special environmental considerations, and
- 3) An evaluation of the alternative's effects on the participant's land use, capital, labor, management, risk, profitability, and public health and safety.

## Make Decisions (Step 7)

Document the participant's preferred alternative as a decision via a Conservation Plan Map and Practice Schedule.

## Joel Kramer

+1 (858) 888 - 5312 • JoelBenKramer@gmail.com • San Diego, CA 92116

## Conservation Program Manager

During my 12 years of experience in land management I have helped to restore 120 acres of native habitat, analyzed the carbon content of soils, and worked with farmers to adapt to water shortages. I enjoy developing community partnerships and firmly believe that cooperative conservation efforts are our greatest tool to combat climate change.

#### **SKILLSET**

Communication – Community Outreach, Stakeholder Advocacy, Spanish Fluency, Technical Reporting Conservation – Carbon Farm Planning, GIS Mapping, Restoration Design, Soil and Water Analysis Management – Budget Design, Program Development, Team Coordination, Strategic Planning

#### **EXPERIENCE**

Agricultural Specialist, Resource Conservation District of Greater San Diego County

Feb '21 - Present

- Assist farmers and ranchers to adopt healthy soils practices through State-funded demonstration programs
- Monitor environmental effects of carbon farming practices and map extent to support largescale adoption
- Advocate for underrepresented producers through bilingual outreach and CA Board of Forestry appointment
- Apply for and manage \$3.2 million in grants from federal, state and local agencies and foundations

**Adjunct Professor**, San Diego State University, San Diego, CA and Mexicali, BC

Aug '16 – May '21

- Designed and taught courses for graduates and professionals on climate impacts to water resources
- Coordinated research team to survey farmers about water shortages; presented to officials in Mexico and U.S.

#### Environmental Scientist, Weston Solutions, Carlsbad, CA

Dec '18 - Jan '21

- Composed jurisdictional reports such as Water Quality Improvement Plans or groundwater quality monitoring
- Analyzed geospatial data to select sites for revegetation and stormwater infiltration in County of Los Angeles

#### Watershed Program Manager, Groundwork Chollas Creek, San Diego, CA

Jun '15 – Aug '16

- Cultivated relationships with elected officials to raise support for restoration of 20-acre urban canyon complex
- Mentored 18 low-income youth in green careers with agricultural education and community engagement

## Environmental Manager, Castle Rock Conservancy, Cape Town, South Africa

Oct '13 – Jan '15

- Developed habitat restoration company and employed 15 vulnerable youth to remove 100 acres of invasives
- Obtained funding from national government and private match to restore habitat adjacent to national reserve

## Associate Biologist, Nature Collective, Solana Beach, CA

Jun '10 – Jun '13

- Quadrupled volunteers to 500/yr and trained skilled weekly stewards to restore coastal wetlands and scrub
- Conducted outreach to residents, businesses and agencies to gain access to 1000's of acres for invasive removal

#### **EDUCATION**

M.S. Geography, San Diego State University, 2019; conc. Watershed Science

**B.S. Fishery Science, University of Washington, 2010**; conc. Conservation and Management - Honors Program Environmental Evaluation Unit (Foreign Exchange), University of Cape Town, South Africa (2009)

Arava Institute of Environmental Studies (Foreign Exchange), Ben-Gurion University of the Negev, Israel (2008)

#### MEMBERSHIIPS AND FELLOWSHIPS

CA Board of Forestry Range Management Advisory Committee – Resource Conservation District Representative San Diego Green New Deal Alliance – Intersectionality Branch

Environmental Leadership Pacific Regional Fellow - 2020

#### **PRESENTATIONS**

University of California Climate and Agriculture Symposium. May 2022. *Cover Crop Use in an Avocado Orchard*. California Association of Resource Conservation Districts Annual Conference. January 2022. *Healthy Soils Track*. Re:Border SDSU. Dec 2019. *Dynamics of Water Availability in Aridland Agriculture*.

California Water Data Science Symposium. July 2019. Slough of Information for the Public.

SDSU Student Research Symposium. March 2018. Adaptations to Water Scarcity in Aridland Agriculture.

ESRI Water. January 2018. Remote Sensing of Agricultural Water Scarcity. Remote Sensing Session.

IWA Young Water Professionals. December 2017. Detecting farmer responses to water scarcity with remote sensing. SERCAL. Schaefer C. and Kramer J. Spring 2016. Chollas Creek Watershed Benefits: Collaborative Creek Restoration.

#### **PUBLICATIONS**

Kramer J. 2018. *Dynamics of Water Availability in Aridland Agriculture*. Master's Thesis, San Diego State University - Geography Department.

Varner D. and Kramer J. 2012. Landowner Permissions Database: A crucial component of regional invasive vegetation control. Ecesis 22, 1: 7-8.

Jackson L. and Kramer J., et al. 2011. Case study on potential agricultural responses to climate change in a California landscape. Climatic Change.

Jackson L. and Kramer J., et al. 2009. *Potential for Adaptation to Climate Change in an Agricultural Landscape in the Central Valley of California*. California Climate Change Center.

#### HONORS AND AWARDS

Young Transatlantic Innovation Leaders Initiative Host - 2022

Cotton-Bridges Award for Environmental GIS - 2018

Montaha Deek Curti Scholarship for Work in Social and Environmental Justice - 2018

Vivian Finch Scholarship for Research in Latin America - 2017

Ned Greenwood Scholarship for Physical Geography - 2017

Desert Protective Council Norma Sullivan Memorial Scholarship - 2016

#### INTERESTS

Arid permaculturist, Bike explorer, Curious chef, Greywater harvester, Language learner, Mexico weekender

## Elizabeth M. Kellogg

Tierra Data Inc., Principal-in-Charge Resume for Society of Range Management CRMC Renewal - 2022

#### **CONTACT**

**7**60.749.2247

#### YEARS OF EXPERIENCE

30 years

#### **EDUCATION**

M.S. International Agricultural Development with specialization in Range Management, U.C. Davis, 1981.

#### **SKILLS**

Natural resources and wildland fire planning and management; habitat restoration; rangeland and biological surveys; impact assessment

#### **PERMITS**

 Section 10(a)(1)(A) Endangered Species Act, USFWS recovery permit for federally listed plants

## CERTIFICATIONS & CONTINUING EDUCATION

- Certified Range Management Consultant, Society for Range Management #C05-01
- Certified Wetland Delineation USACE 1987 Manual
- Registered Practitioner California Rapid Assessment Method (CRAM) riparian and estuarine wetlands
- CEQA San Diego County Certified Consultant for Biology, Agriculture, and Restoration
- NEPA Climate Change Analysis/ Documentation. Certified Professional Carbon Sequestration, SRM.
- Certificate of Training, National Charrette Institute 2012; Facilitating Group Dynamics. UC Davis Ext.
- Certified in vegetation classification: VegCAMP (CDFG), CNPS, Sawyer/Keeler-Wolf vegetation classification system

### RELEVANT EXPERIENCE SUMMARY

Ms. Kellogg has 30 years of experience in the planning, management, and implementation of natural resources projects in California and the western U.S. She brings a science-based approach to problem solving, and a personal commitment to client relationships and trust. She has led hundreds of as-needed natural resources projects, local government agency surveys and studies, and private contract projects as Project Manager/ Principal-in-Charge. Elizabeth is recognized for her expertise in integrated, collaborative natural resources planning, wildland fire management for conservation goals, habitat restoration, long-term monitoring plans, and ecological studies. She has provided biological assessments for dozens of federally listed species ESA Section 7 consultations, and impact assessments for resources associated with jurisdictional waters and wetlands from the desert to marine environments in California and Nevada. She assists clients to comply with the NEPA/CEQA and provides guidance on the design of mitigation agreements, mitigation monitoring, and biological monitoring of construction projects to ensure compliance with a project's permit conditions and success criteria. She is certified for habitat restoration and revegetation plans in the County of San Diego.

#### PROJECT EXPERIENCE FOR LAST 3 YEARS

Lake Isabella Mitigation Site, Kern County, CA. U.S. Army Corps of Engineers, Sacramento District. 2021-Ongoing. Project Manager, Principal Ecologist. The major work elements Ms. Kellogg supervised included: plant maintenance and site cleanup, removal of the temporary deer fences, browse guards, geotextile fabric mulch, above ground irrigation, and orange barrier protection fence; watering, weeding, and mowing. U.S. Army Corps of Engineers determined that the Lake Isabella Main Dam, Spillway, and Auxiliary Dam have a high risk of failure due to significant seismic, seepage, and hydrologic issues. The work described here is mitigation for impacts that would occur. Two sites were planted in 2017 and have been maintained since that time through December 31, 2020. This mitigation project encompasses two sites—the South Fork Mitigation Site (64 acres; sagebrush-scrub with riparian/upland, and pine-oak) and Sprague Ranch Mitigation Site (80 acres; sagebrush-scrub, pine-oak, seasonal wetland and some riparian).

Vegetation Management Plan Update, Naval Weapons Station Seal Beach, CA. NAVFAC Southwest. 2021-Ongoing. Project Manager, Principal Ecologist. Ms. Kellogg developed a Vegetation Management Plan and oversaw the mapping of vegetation and resampling of permanent monitoring transects established in 2013 to assess baseline health and detect change in vegetation condition. Plant specimens were collected for the Station herbarium. The Vegetation Management Plan will address sea level rise and/or subduction, two forces that threaten the long-term sustainability of sensitive habitats that support a number of federal and state listed species. Recommendations will benefit threatened and endangered species including the lightfooted Ridgway's rail (Rallus obsoletus levipes), California least tern (Sternula antillarum browni), and western snowy plover (Charadrius nivosus nivosus);; as well as species-at-risk such as the burrowing owl (Athene cunicularia) and black-tailed jackrabbit (Lepus californicus). Recommendations are to address land use practices and decisions based on scientifically sound conservation techniques, scientific methods, and an ecosystem approach.

Integrated Wildland Fire Management Plan Implementation Support, U.S. Army Garrison Dugway Proving Grounds, UT. Argonne National Laboratory. 2015-Ongoing. Project Manager, Principal Ecologist. In a project ongoing since 2015, Ms. Kellogg has consulted Dugway Proving Ground (DPG) on implementing its Integrated Wildland Fire Management Plan (IWFMP) via a contract with Argonne

National Laboratory. Implementation included support for the establishment of a 116-mile greenstrip fuelbreak system to limit wildland fire size. Ms. Kellogg is assisting DPG in the planning and execution of treatments for establishing perennial grasses and controlling invasive weeds in the fuelbreak system, and monitoring the fuel condition within the fuelbreaks over time using standardized ground-based methods and a objectives for a "desired condition" for reducing flame length and slowing wildfire spread. Additionally, we are using historical remote sensing data to understand the climatic factors influencing the timing of green-up and die-off of the most extensive vegetative fuel at DPG, the invasive grass Bromus tectorum (cheatgrass). As cheatgrass continues to replace sagebrush habitat, we are working with subcontractors to fund research on the golden eagle, a species whose jackrabbit prey base has diminished as sagebrush is converted to cheatgrass due to the fire cycle. Also, DPG biologists and fire department are jointly monitoring fuel moisture trends. This helps refine our prediction of the start and stop of fire season. Also, it helps us rate the benefit of higher moisture plants inside vs. outside the fuelbreak segments. We have looked back at satellite imagery to see the range of when peak biomass of fine fuels occurred. Predict the timing of green-up and death (50-100% cure) of hazardous fine fuels (using ephemeral greenness) Cheatgrass maximum greening is interpreted from the Normalized Differential Vegetation Index, a product from MODIS and AVHRR NASA satellite imagery. Based on Normalized Difference Index as observed. Two of the bands are processed to produce an NDVI product.

Land Use & Grazing Sections of the Environmental Assessment for the Limestone Hills Environmental Impact Assessment, Malmstrom Air Force Base, MT. AEM Group. 2017-Ongoing. Ecologist. Ms. Kellogg evaluated the baseline condition of grazed (sheep and cattle) allotments on a military training range related to a planned uptick in military access and certain realignment of uses. The BLM Allotment Management Plans range evaluation was over 10 years old and indicated some weediness and the National Guard had implemented a spray program for spotted knapweed, whitetop, leafy spurge, and Russian olive. Cheatgrass was also present. To update the baseline condition, we used methods of Maestas et al. (2020) to estimate the annual herbaceous cover in 2016-2016. A 30-m pixel grain size was used to combine datasets of annual herbaceous species including the Rangeland Analysis Platform (Jones et al. 2018), USGS Harmonized Landsat and Sentinel (Pastick et al. 2020, Pastick et al. [in prep], and USGS National Land Cover Database (Rigge et al. 2020). These three datasets are combined using a weighted mean approach to generate the final herbaceous mean cover product (Jeffries and Finn 2019).

Targeted Goat Grazing for Fuel Modification, Southern California Edison, Kern County, CA. Rincon Consultants, Inc. 2021-2022. Project Manager, Principal Ecologist, Rangeland Consultant. Ms. Kellogg is a subcontractor to a firm (Rincon Consultants) with an on-call contract with Southern California Edison. She designed methods by adapting standard vegetation and soil sampling protocols, then instructed Rincon biologists on the first day of vegetation and soil sampling surveys to allow for pre and post-grazing evaluation. Ms. Kellogg provided guidance for data collection to the field team. Monitoring locations were established utilizing a stratified, representative method. Four transects were established. Transects were placed to avoid sensitive resources, as grazing was to be excluded from those areas. Each transect was mapped using a GPS unit capable of sub-meter accuracy, and marked in the field with a stationary but temporary marker, so that post-grazing sampling can be replicated in the same locations. Photographs of each transect were recorded to allow for comparison with post grazing treatment. Photographs, line-point, line-intercept, and other methods were used to estimate evidence of litter movement and accumulation; evidence of compaction; and other factors potentially affected by livestock and influencing vegetation composition and structure. A browse index for seedling and sapling trees, which were problematic for overhead power lines, was developed. Soil aggregate stability was estimated using pooled samples collected in bare areas along the transect. A grazing pilot project report was prepared that summarizes the methods and results of data collected during pre- and post-grazing surveys. The report summarized literature, the baseline data collected for the two pilot study areas (approximately 15 acres), and the vegetation and soil sampling plots. A comparison of data from baseline conditions to post-grazing conditions was provided. If sites have crossed a threshold into a less stable condition due to livestock impacts, this will be reported (such as weediness or erosion). Interpretation of site sustainability and resilience would be tied to published models and descriptions.

U.S. Department of Defense Research Grant, Environmental Security Technology Certification Program/SERDP; Dugway Proving Ground and USFS Missoula Fire Sciences Lab (MFSL). 2021. Ecologist. Multi-Agency Demonstration and Evaluation of Fuel Treatment Effectiveness in Discontinuous Fuels Using a Next Generation Physics-based Model to Support DoD Wildfire Management.

Rancho Jamul Prescribed Grazing Management Plan, San Diego County, CA. Resource Conservation District of Greater San Diego. 2019-2020. Project Manager, Principal Ecologist, Rangeland Consultant. TDI developed a grazing management plan for 1,000 acres near Jamul, California. The client's grant deadline was quickly approaching, and they needed a Certified Rangeland Manager to develop the plan for submittal by December 31, 2019. Working with a local rancher, TDI developed a Prescribed Grazing Plan for soil health and enhanced soil carbon sequestration. The Plan was a prerequisite of a proposal submitted to the Healthy Soils Incentives Program of the Office of Environmental Farming and Innovation (OEFI), California Department of Food and Agriculture (CDFA). This program is funded in part by the state's cap-and-trade proceeds and provides financial incentives for conservation practices that improve soil health and carbon sequestration and reduce greenhouse gas (GHG) emissions. The Plan served to align and optimize the use of conservation grazing tools to boost soil organic matter and soil stability; optimize carbon sequestration; improve site hydrology including water retention in soils; improve fire and drought resilience; improve forage quality and productivity; reduce and resist invasive plants; promote sustainable, profitable commercial beef production; and increase awareness of conservation practices for the livestock and land management communities. TDI developed the GMP in accordance

with Natural Resource Conservation Service (NRCS) Technical Guide Conservation Practice Standard 528 Prescribed Grazing and Conservation Practice Physical Effects of Prescribed Grazing on the Environment.

National Resource Inventory in Various California & Western Nevada Counties. Natural Resources Conservation Service | California & Nevada. 2005-2009, 2015-2017, 2017-2019. Principal Ecologist. TDI has provided NRI data collection services for 17 counties in California and five counties in Nevada. From 2005-2009, TDI personnel conducted NRI surveys in Alpine, Kern, Lassen, Los Angeles, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties, California. From 2015-2017, TDI personnel conducted NRI surveys in Imperial, Inyo, Riverside, and San Bernardino Counties, California. In 2017-2019, TDI personnel conducted NRI surveys in Churchill, Douglas, Lyon, Mineral, Pershing, and Washoe Counties, Nevada. These NRI surveys included performing several different survey methods including collecting various ecological site information to monitor rangeland conditions. The methods employed during these surveys were designed to account for a wide range of site characteristics that contribute to the overall health of the ecosystem being assessed. Beyond photo documentation, sites were assessed using vegetation surveys, soil surveys, and rangeland health evaluations.

Integrated Natural Resources Management Plan Update, Camp Roberts, Monterey & San Luis Obispo Counties, CA. California Army National Guard. 2018-2021. Project Manager, Principal Ecologist. Ms. Kellogg was contracted by the California Military Department to finish the 2012 Update to the INRMP for Camp Roberts, a 43,000-acre California Army National Guard installation located in the southern portion of the Salinas River Valley in Monterey and San Luis Obispo Counties. TDI used information from the recent surveys, databases, and aerial imagery to update the INRMP, developing comprehensive long-term management strategies collaboratively with military managers for natural resources including federally listed steelhead, red-legged frog, and other protected species. She reviewed grazing leases which had been terminated, and made recommendations for bringing grazing as a stewardship practice into the broader natural resource goals of the installation. This project moved them back towards fulfilling Department of Defense environmental stewardship requirements.

Integrated Natural Resources Management Plan Update, Camp San Luis Obispo, San Luis Obispo County, CA. California Army National Guard. 2018-2020. Project Manager, Principal Ecologist. Ms. Kellogg was contracted by the California Military Department to finish the 2011 Update to the Integrated Natural Resources Manage Plan (INRMP) for Camp San Luis Obispo, a 5,600-acre California Army National Guard installation located in San Luis Obispo County. She used information from the recent surveys, databases, and aerial imagery to update the INRMP, developing comprehensive long- term management strategies collaboratively with military managers for natural resources including federally listed steelhead, red-legged frog, and other protected species. She reviewed grazing leases and best practices to update them and made recommendations to integrate targeted grazing into the installations's broad natural resource objectives. This project moved the Camp towards fulfilling Department of Defense environmental stewardship requirements.

Natural Resources Condition & Trend Studies & Assessments at Various Location in Southern California. NAVFAC Southwest. 1987-2019. Project Manager, Principal Ecologist. Designed, implemented, and reviewed long-term monitoring programs for vegetation condition and trend, soil quality, water quality, fire impact, management focus species, and ecological process indicators for the Mojave Desert, San Clemente Island (post goat removal), San Nicolas Island, National Training Center Fort Irwin, Marine Corps Base Camp Pendleton, Marine Corps Base Twentynine Palms, and Naval Weapons Station Seal Beach Detachment Fallbrook, California. This work has included gathering and analyzing data on plant composition, vegetation cover, and ground cover.

## **JAMESON MEYST**

## 26957 Banbury Drive, Valley Center, CA 92082 | (C) 760-703-2044 | sanc2s@gmail.com

Consultant in Sustainable Agriculture and carbon sequestration. Specializing in Grants for Carbon Sequestration and Water Efficiency Projects for Agricultural Lands and Enterprise.

## **Education**

Technical Service Provider Professional Course Series (Current Student) CSU Chico Center for Regenerative Agriculture	May 2023
Certification from QWEL (Qualified Water Efficient Landscaper) San Diego County Water Authority	Nov 2022
Bachelor of Arts: Environmental Studies California State University San Marcos - San Marcos, CA	May 2021
Certificate of Completion: Physical Science of Forests Short Course Michigan State University – East Lansing, MI	Apr 2020
Associate of Science: Nursery Crop and Horticulture Production MiraCosta College - Oceanside, CA	May 2019
Associate of Arts: Social and Behavioral Sciences MiraCosta College - Oceanside, CA	May 2018
Certificate of Achievement: Archaeological Excavation Palomar College – San Marcos, CA	Dec 2009

## **Grant Management History**

#### **Project Director for Carbon Tax Funded Grants**

Grant awardee CDFA Healthy Soils Program for Compost/Mulch/hedgerows

- \$11,088 for 1.4 acre farm in Valley Center (2019-2022)
- o \$18,950 for 2.5 acre Vineyard in Valley Center (2022-2025)
- Turf Rebate Removal Program awards from SocalWatersmart
  - \$18,000 for 9,000 square foot removal (2015)
  - \$10,000 for 5,000 square foot removal (2019)
  - \$9,000 for 3,000 square foot removal (2021)

## Participating investigator for Food Waste Warriors funded by (World Wildlife Foundation) (\$5000 min-grant)

- Demonstrated proficiency in database management and analysis of food waste data as part of a larger nationwide synthesis.
- Partnership collaboration with BCK Programs in Encinitas to develop food waste recycling system/curriculum on-site at each of 9 elementary schools with full composting capabilities

## **Professional Agricultural Experience**

**Agricultural Irrigation Technician** (Technical Assistance Provider for Water Districts) **Mission Resource Conservation District** – Fallbrook, CA

06/2022 to Current

- Supports Agricultural Irrigation Efficiency Program with
  - o Distribution Uniformity testing and Irrigation system assessment/recommendation
- Supports CropSWAP Program with
  - ArcGIS mapping of planted and replaced area square footage

- Management of seedling propagation, grafting, vineyard and orchard design, irrigation system design and installation, crop planning/budgeting, and Grant implementation
- Greenhouse design and construction
- Expertise in applying for and completing Turf Removal Rebates through SoCal Watersmart for turf Removal up to 5,000 sq. ft., Rebate Acquisition up to 30,000 sq. ft.
- Experience writing, obtaining and managing Carbon Tax funded grants.
- Demonstrated proficiency in ArcGIS, iTree online, ESRI platform software.
- Demonstrated proficiency in data base management and analysis, and meta-analysis of soil samples as part of a whole systems land care program for soil health
- Media recognition for achievement in the Forestry Source Newspaper (June 2020)

#### Director of Garden Committee for Environmental Stewards Association CSUSM- San Marcos, CA 07/2019 to 07/2020

- Designed Campus Rainworks project and
- built a hoop house for CSUSM Sustainable Food Project.
- CSUSM Newsletter recognition for achievement at Cal State San Marcos (January 2019)

## Landscape Technician 02/2014 to 10/2017

Advanced Landscape Management - Pauma Valley, CA

- Landscape architecture, Tree Planting, Maintenance
- Turf Removal up to 9000 sq. ft.

## **Leadership and Awards**

- Annie's Sustainable Agriculture Scholarship Winner (2019-2020)
- Director of Garden Committee for Environmental Stewards Association at CSUSM (2019-20)
- Awarded MiraCosta College Horticulture Club Scholarship (2018-2019, 2019-2020)
- Phi Theta Kappa, Alpha Chi Lambda Chapter (since January 2018)
- CANERS Scholarship (2018-2019, 2019-2020)
- Fallbrook Garden Club Scholarship (2018-2019)
- Dos Valles Garden Club Scholarship (2018-2019)
- Carlsbad Garden Club Scholarship (2018-2019)

## **Related Professional Experience**

- Education in Horticulture, Sustainable Agriculture and Natural Resource Conservation
- Bi-lingual in Spanish and English.
- Outstanding Physical Ability- Proven capability for extensive physical exertion.

#### Instructional Aide 11/2011 to 06/2012

Valley Center-Pauma Unified School District - Valley Center, CA

- Provided support for teachers and instructors.
- Implemented bilingual reading, writing, math and science programs.
- Assessed student's performance and provided support for their success

#### **Archeological Excavation experience**

Maya Research Program - Blue Creek, Belize

July 2009, 2010

- Hardwood Tropical Forest Removal while on digs in Mexico, Belize and Guatemala.
- Shadowed Expert Central America Cartographer Marc Wolf for expeditionary Survey.
- Effectively worked independently and as a leader of co-worker teams.
- Received training in cartography and GIS mapping.

#### References

- 1) Peter Barnes, Client/ Owner of 250 Merlot vines and Awardee of (my) HSP Grant phone: 619-719-6042 email: peter.barnes@roadrunner.com
- 2) Lecturer Christina Simokat, Associate Professor of GIS Research Methods at CSUSM phone: 760-750-8054 email: csimokat@csusm.edu
- 3) Mike Hebdon, Owner of Advanced Landscape Management in Pauma Valley, CA

phone: 760-638-1523 email: mike@advancedlandscape.com

#### **Matt Allshouse**

matt.allshouse@audubon.com 455 Capitol Mall, Sacramento, CA 95814 307-421-8257

## **Employment:**

## Program Manager, Audubon Conservation Ranching

September 2019 – Present

Responsible for rancher recruitment, onboarding, development, and implementation of Habitat Management Plans for bird focal species. Implementation of rangeland monitoring protocols for birds, soils and vegetation. Provides technical assistance to ranchers on planning and implementing conservation practices and strategies for improved bird habitat, soil health, climate change adaptation. Development and delivery of training courses on conservation planning with a focus on bird habitat. Outreach and communications to multiple stakeholders.

### Ranch Manager, Antelope Springs Land and Cattle

September 2007 – Present

Managed and directed ranching operations for grazing, recreation, and wildlife. Developed stocking rates/grazing regimes based on ecological sites, vegetative production, and multiple use objectives. Collaborated with private, federal, state, and non-profit agencies for resource management and critical habitat protection. Conducted wetland and sagebrush resource inventories for exclusion zones and wildlife protection.

### Field Biologist, The Peregrine Fund

May 2011 – May 2018

Managed and directed field research and rehabilitation of the endangered Orange-breasted falcon (*Falco deiroleucus*) in Belize and Guatemala. Project objectives and responsibilities included: DNA sampling, behavioral studies, reintroduction, habitat conservation, public outreach, and education programs. Applied science in land use management, focused on cross cultural/multi stakeholder collaboration used as an integral objective for both socioeconomics and conservation.

## **Ecologist, Trihydro Corporation**

**May 2007 – March 2017** 

Managed projects focused on plant community ecology, reclamation/restoration ecology, wetland ecology, and wildlife biology. Conducted extensive surveys for quantitative plant and animal data collection using numerous methods. Conducted sagebrush reclamation, wetland delineations, plant community assessments, rare species surveys, and invasive species assessments. Experience in industries including: conservation biology, oil and gas development, pipelines, power line corridors, surface and underground coal mining, trona mining, hard rock quarries, oil shale mining, operating and closed facility refineries, municipal infrastructure, and ranching.

#### Volunteerism

- Albany County Search and Rescue, Team Leader (2007 2019), Board Member (2014 2017), VP (2015)
- Laramie Men's Rugby Club, Head Coach (2016 2019)
- University of Wyoming Rugby Coach, (2008 2016)

#### **Education**

- University of Wyoming: B.S. 2011 Rangeland Ecology and Watershed Management
- University of Wyoming: B.S. 2011 Environment and Natural Resource
- University of Wyoming: Supplemental Studies Restoration/Reclamation Ecology and Soil Science

# **Ecology Instructor** Sheridan College 702-468-0030 snewbold@sheridan.edu Aaron Maier Senior Scientist Audubon Conservation Ranching 307-760-4828 paintrock@gmail.com Dan Hutchinson President Albany County Search and Rescue 307-760-8060 dhutch@wyoming.com

**References:** 

Dr. T.A. Scott Newbold

## Resource Conservation District of Greater San Diego County

11769 Waterhill Road \* Lakeside, CA 92040 Phone: 619-562-0096 \* Fax: 619-562-4799 \* Website: www/rcdsandiego.org

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY TO SIGN A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR FUNDING THROUGH THE CONSERVATION AGRICULTURE PLANNING GRANTS PROGRAM

**RESOLUTION 2023-05** 

WHEREAS, the Resource Conservation District of Greater San Diego County has been awarded a grant from the California Department of Food and Agriculture (CDFA) Conservation Agriculture Planning Grants Program to increase access to conservation planning for small-scale producers in our region, in collaboration with the other RCDs in the Southern CA Carbon Farming Hub (Mission, Inland Empire and Upper San Luis Rey),

AND WHEREAS, the Resource Conservation District of Greater San Diego County has the capacity to implement the program under this Contract which has been approved by the CDFA for the sum of \$249,700,

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

PASSED AND ADOPTED at the RCD regular meeting held on May 10, 2023 by the following vote:

Ayes:
Nays:
Abstain:
Absent:

Donald H. Butz, President

Joanne Sauerman, Board Clerk



## Resource Conservation District of Greater San Diego County 11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 \* Fax: (619) 562-4799

Website: www.rcdsandiego.org

**Date:** May 10, 2023

Agenda Item 5-4: Development of an RCD Salary Scale

**Discussion / History:** The RCD has grown considerably over the past several years and the need has emerged to create a standardized scale to guide employee pay rates and pay increases. Staff have gathered examples from other RCDs and have created two drafts for the Board to review. We seeking feedback on what the Board would like to see in a salary scale. We use this feedback to draft a proposed salary scale to present at a future meeting.

Financial Impact: None at this time

**Staff Recommendation to Board:** Staff is seeking review and feedback to guide the development of a salary scale.

# **Pay Rate Range Structure**

	Α		В		С		D		E		F
1	\$ 59.00	\$	59.50	\$	60.00	\$	60.50	\$	61.00	\$	61.50
2	\$ 57.00	\$	57.50	\$	58.00	\$	58.50	\$	59.00	\$	59.50
3	\$ 55.00	\$	55.50	\$	56.00	\$	56.50	\$	57.00	\$	57.50
4	\$ 53.00	\$	53.50	\$	54.00	\$	54.50	\$	55.00	\$	55.50
5	\$ 51.00	\$	51.50	\$	52.00	\$	52.50	\$	53.00	\$	53.50
6	\$ 49.00	\$	49.50	\$	50.00	\$	50.50	\$	51.00	\$	51.50
7	\$ 47.00	\$	47.50	\$	48.00	\$	48.50	\$	49.00	\$	49.50
8	\$ 45.00	\$	45.50	\$	46.00	\$	46.50	\$	47.00	\$	47.50
9	\$ 43.00	\$	43.50	\$	44.00	\$	44.50	\$	45.00	\$	45.50
10	\$ 41.00	\$	41.50	\$	42.00	\$	42.50	\$	43.00	\$	43.50
11	\$ 39.00	\$	39.50	\$	40.00	\$	40.50	\$	41.00	\$	41.50
12	\$ 37.00	\$	37.50	\$	38.00	\$	38.50	\$	39.00	\$	39.50
13	\$ 35.00	\$	35.50	\$	36.00	\$	36.50	\$	37.00	\$	37.50
14	\$ 33.00	\$	33.50	\$	34.00	\$	34.50	\$	35.00	\$	35.50
15	\$ 31.00	\$	31.50	\$	32.00	\$	32.50	\$	33.00	\$	33.50
16	\$ 29.00	\$	29.50	\$	30.00	\$	30.50	\$	31.00	\$	31.50
17	\$ 27.00	\$	27.50	\$	28.00	\$	28.50	\$	29.00	\$	29.50
18	\$ 25.00	\$	25.50	\$	26.00	\$	26.50	\$	27.00	\$	27.50
19	\$ 23.00	\$	23.50	\$	24.00	\$	24.50	\$	25.00	\$	25.50
20	\$ 21.00	\$	21.50	\$	22.00	\$	22.50	\$	23.00	\$	23.50
21	\$ 19.00	\$	19.50	\$	20.00	\$	20.50	\$	21.00	\$	21.50
22	\$ 17.00	\$	17.50	\$	18.00	\$	18.50	\$	19.00	\$	19.50

Minimum
Wage: \$ 17.00
COLA Increase
Current Year: 0%
Horizontal
Incremental
Increase of: \$ 0.50

Vertical Increase Starts at Step 5 Row Below and increases by cell B28

# **Pay Rate Range Structure**

	Α		В	С	D	E	F
1	\$ 69.7	77 \$	72.56	\$ 75.46	\$ 78.48	\$ 81.62	\$ 84.88
2	\$ 59.6	54 \$	62.02	\$ 64.50	\$ 67.08	\$ 69.77	\$ 72.56
3	\$ 50.9	98 \$	53.02	\$ 55.14	\$ 57.34	\$ 59.64	\$ 62.02
4	\$ 43.5	i8 \$	45.32	\$ 47.13	\$ 49.02	\$ 50.98	\$ 53.02
5	\$ 37.2	25 \$	38.74	\$ 40.29	\$ 41.90	\$ 43.58	\$ 45.32
6	\$ 31.8	34 \$	33.11	\$ 34.44	\$ 35.82	\$ 37.25	\$ 38.74
7	\$ 27.2	22 \$	28.31	\$ 29.44	\$ 30.62	\$ 31.84	\$ 33.11
8	\$ 23.2	27 \$	24.20	\$ 25.16	\$ 26.17	\$ 27.22	\$ 28.31
9	\$ 19.8	39 \$	20.68	\$ 21.51	\$ 22.37	\$ 23.27	\$ 24.20
10	\$ 17.0	00 \$	17.68	\$ 18.39	\$ 19.12	\$ 19.89	\$ 20.68

\$ 17.00 0% 4.00%

48.40 **4C** \$ \$ 36.75 6D \$ 24.00 **8**A \$ 28.50 **7B** \$ 28.50 **7**B \$ 20.00 9A \$ 41.00 **5C** \$ 46.20 4B \$ 34.00 6B \$ 25.96 **8C** \$ 45.49 4B \$ 23.00 9D \$ 22.00 9C \$ 17.00 10A \$ 24.10 **8**A \$ 28.50 **7B** \$ 20.00 9A \$ 23.10 **8**A \$ 17.00 10A \$ 26.25 8D



### Resource Conservation District of Greater San Diego County 11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 \* Fax: (619) 562-4799

Website: www.rcdsandiego.org

**Date:** May 10, 2023

# Agenda Item 5-5: MOU - Southern California Wildfire Resilience Partnership

**Discussion / History:** As part of our work on the Regional Forest and Fire Capacity (RFFC) program, administered by the CA Department of Conservation, we have created a regional program that supports the development and implementation of a Regional Priority Plan and Priority Projects List. We have completed the first draft of these in San Diego County, and also work in collaboration with other block grantees to support them in doing the same, both statewide and regionally (Southern California).

The next critical step in meeting the goals of the program will be developing the framework for landscape-scale implemtation. Our first pilot in doing this will be with CAL FIRE, in which we help to develop and manange a pilot regional block grant program for Southern California. To work toward this goal, the SoCal Region of block grantees (RFFC) including Inland Empire RCD, Irvine Ranch Conservancy, and Santa Monica Mountains Conservcancy, would like to enter into an MOU documenting our commitment to working together to build this framework and create the new "Southern California Wildfire Resilience Partnership".

As outlined in the MOU, the goals for collaboration include:

- 1. Align local efforts with state-wide frameworks and initiatives for conservation and wildfire resilience including that of the Task Force pillars and 30x30.
- 2. Identify and secure funds to complete wildfire resilience projects and programs.
- 3. Implement planning and landscape scale projects that increase forest and wildland resilience.
- 4. Invest in capacity building to implement priority projects and to increase cross jurisdictional collaboration.
- 5. Use a collaborative framework for communication and strategic alignment of resources to complete projects more expediently and efficiently.
- 6. Coordinate with other organizations, agencies, and collaboratives including the Task Force, California Natural Resources Agency, California Department of Conservation, CAL FIRE, and the United States Forest Service to meet wildfire resilience goals that are ecosystem-appropriate.
- 7. Identify and develop new metrics of project success that are appropriate for different landscape types.

Financial Impact: None at this time.

**Staff Recommendation to Board:** Approve the RCD's participation in this collaborative approach to grant funding and authorize the Executive Director and/ or her designee authority to enter into this Agreement, as proposed for our involvement. *Note: IRC's description and mission will need to be edited before finalizing.* 

#### MEMORANDUM OF UNDERSTANDING AMONG THE SANTA MONICA MOUNTAINS CONSERVANCY AND

# RESOURCE CONSERVATION DISTRICT OF THE GREATER SAN DIEGO COUNTY AND

# INLAND EMPIRE RESOURCE CONSERVATION DISTRICT AND

**IRVINE RANCH CONSERVANCY** 

This Memorandum of Understanding ("Agreement"), made and entered into by and among the Santa Monica Mountains Conservancy ("SMMC"), Resource Conservation District of the Greater San Diego County ("RCDGSDC"), the Inland Empire Resource Conservation District ("IERCD"), and Irvine Ranch Conservancy ("IRC"). Each entity is a "Party" to this MOU and are, collectively, the "Parties" to this MOU.

#### **WITNESSETH**

WHEREAS, the Santa Monica Mountains Conservancy ("SMMC") is a state agency established pursuant to Division 23 of the Public Resources Code (Section 33000 et seq.); and

WHEREAS, the Resource Conservation District of the Greater San Diego County ("RCDGSDC") is a Resource Conservation District under Public Resources Code Division 9; and

WHEREAS, the Inland Empire Resource Conservation District ("IERCD") is a Resource Conservation District under Public Resources Code Division 9; and

#### WHEREAS, the Irvine Ranch Conservancy ("IRC") is a ; and

WHEREAS the Regional Forest and Fire Capacity ("RFFC") Program is designed to support the development and implementation of regional priority plans to improve forest health and fire resiliency consistent with the recommendations of the Wildfire and Forest Resilience Action Plan and is administered by the Department of Conservation; and

WHEREAS the Parties are recipients of a RFFC Program Block Grant in their respective Regional Block Grantee jurisdictions; and

WHEREAS, the Southern California Region ("the Region") consists of the RFFC Program-defined Southern California Region; and

WHEREAS, the Parties share a mutual intent to cooperate as the "Southern California Wildfire Resilience Partnership" in recognition of the significant mutual public benefits and consistency with their missions; and

Commented [SK1]: Update per IRC.

**Commented [SK2]:** We have not decided on a name; place holder.

WHEREAS the Parties are closely engaged with the California Wildfire and Forest Resilience Task Force ("the Task Force") whose role is to bolster efforts and expand investments to address the key drivers of catastrophic fires, significantly increase the pace and scale of forest management, and improve the resilience of increasingly threatened communities. The Task Force is a collaborative effort to align the activities of federal, state, local, public, private and tribal organizations to support programs and projects tailored to the priorities and risks of each region, and bring the best available science to forest management and community protection efforts; and

NOW, THEREFORE, incorporating the above recitals and in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

#### 1. GOALS AND SHARED AGREEMENTS

The Parties share the overarching goal to collaborate on wildfire and climate resilience strategies within the Region which is the most populated in the state and consists of unique wildfire and ecological challenges and identities including ignition as a major source of wildfires, heightened risk due to invasive pests and plant communities, sky island montane forest communities that are among the most vulnerable ecosystems in the state, and presence of shrubland communities which have unique wildfire behavior and best management practices. The Parties intend for the joint efforts of the Southern California Wildfire Resilience Partnership to be consistent with the California Governor's Wildfire and Forest Resilience Task Force and for the collaboration to increase the regional capacity to complete wildfire projects. The Parties agree to work collaboratively to:

- Align local efforts with state-wide frameworks and initiatives for conservation and wildfire resilience including that of the Task Force pillars and 30x30.
- b. Identify and secure funds to complete wildfire resilience projects and programs.
- c. Implement planning and landscape scale projects that increase forest and wildland resilience.
- d. Invest in capacity building to implement priority projects and to increase cross jurisdictional collaboration.
- e. Use a collaborative framework for communication and strategic alignment of resources to complete projects more expediently and efficiently.
- f. Coordinate with other organizations, agencies, and collaboratives including the Task Force, California Natural Resources Agency, California Department of Conservation, CAL FIRE, and the United States Forest Service to meet wildfire resilience goals that are ecosystem-appropriate.
- g. Identify and develop new metrics of project success that are appropriate for different landscape types.

by their duly authorized representatives. SANTA MONICA MOUNTAINS RESOURCE CONSERVATION CONSERVANCY DISTRICT OF THE GREATER SAN DIEGO COUNTY Ву\_ Ву Joseph T. Edmiston Date NAME Date **Executive Director** TITLE INLAND EMPIRE RESOURCE IRVINE RANCH CONSERVANCY CONSERVATION DISTRICT Ву Ву

NAME

**TITLE** 

Date

Date

 $\mathsf{NAME}$ 

TITLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed



### Resource Conservation District of Greater San Diego County 11769 Waterhill Rd., Lakeside, CA 92040

Phone: (619) 562-0096 Fax: (619) 562-4799

Website: www.rcdsandiego.org

**Date:** May 10, 2023

Agenda Item 5-6: Concrete repair at RCD Lakeside office

**Discussion / History:** Director Neil Meyer has been workign wth RCD staff to identify and prioritize repairs and improvements to the RCD Lakeside facility. Many of these have already been resolved, but repair of lifted concrete in three main areas is outstanding. These are the main driveway, behind the lower office building, and in upper lot by the warehouse. Staff have sought quotes for this work from three companies – they are included in this Board packet.

Financial Impact: Quotes range from \$32,630 to \$42,842

**Staff Recommendation to Board:** Staff is seeking Board input on selecting a contractor and authorizing the expense.

### AMERICAN ASPHALT AND CONCRETE, INC. General Engineering Contractors

PROPOSAL/CONTRACT

9011 Memory Lane Spring Valley, CA 91977 PH. (619) 589-8112 \* FAX (619) 589-8113 CA License no. 688323

Date:	Estimate No:
2/22/2023	23-0184

Customer:		1		Project Address:	
11769 WATERHILL ROAD LAKESIDE, CA 92040 JOANNE SAUERMAN			11	1769 WATERHILL ROA LAKESIDE, CA	AD
	1	_	Phone:	1	
Terms:	Sales Rep:	_	Fax:		
NET UPON COMPLETION	BG		Email:	joanne.sauerman@r	cdsandiego.or
	DE	SCRIPTION	, .		TOTAL
BEHIND MAIN BUILDING Sawcut, Break and Remove 4" Thick Co Remove and Dispose of Spoils - 1 Excavate and Install 24" Root Barrier at Form and Pour 6" Concrete Curb (SDR: At low spot of concrete, excavate to a de Form and Pour 4" Thick Concrete with EMPLOYEE LOT UPPER AREA Grind lifted sidewalk/driveways - 97 If Excavate and install 24" root barrier aro Form and pour retaining curb behind AG Remove and Dispose of Spoils - 1 load	Load back of curb - 30 SD G-1) - 20 epth of 24" and instr #3 Rebar 18" on-cer  curb concrete plante C unit - 10 lf	lf lf all gravel pit for drainage - 25 nter - 150 sf	sf		9,975.00
DRIVEWAY ENTRY Sawcut, Break and Remove 6" Thick Co Remove and Dispose of Spoils - 1 Excavate and Install 24" Root Barrier at Form and Pour 6" Concrete Curb (SDR) Form and Pour 6" Thick Concrete with  *Pricing includes Prevailing Wages *AAC Recommends trees to be removed prior to construction.  *Cannot guarantee heath of tree after roo *Root barrier sizes are 12", 24", 36". A	Load back of curb - 20 SD G-1) - 20 #4 Rebar 18" on-cer  1. New trees to be poor to be poor to be a common to b	If If If Inter - 320 sf Inted with root barrier. Pricing	_	es.	15,387.00
THANK YOU AND WE APPRECIATE	E YOUR BUSINES	S		TOTAL	\$42,842.00
CONDITIONS (unless otherwise state  1. If PETROMAT EXISTS IN ASPHALT b fees will apply.  2. Engineering testing inspection and permit	eing removed, additio	7. Not responsible		age to landscaping, irrigati ing thru overlays & skin pa repair.	

- Engineering, testing, inspection and permit fees not included.
   All ADA improvements as it pertains to elevations and grade tolerances will be indentified using a 4' level, which is standard for the industry. Leveling indicators used less than 4' will not be considered applicable.
- 4. Not responsible for underground utilities not installed to code and depth.
- 5. Not responsible for pre-existing engineering with respect to drainage.
- 9. Any unusual conditions or subsoil problems, buried slabs, underground piping, trash deposits, high moisture content, hazardous waste, etc. deemed cause for additional charges.
- 10. Power steering marks WILL OCCUR on "new asphalt" and "seal installations". This is a common occurance and should repair themselves.

CUSTOMER ACCEPTANCE	
---------------------	--

CUSTOMER ACCEPTANCE	BILLY GRAY
I/We have read and agree with the terms and definitions and accept the ab-	ove proposal along with the conditions stated above and agree to
pay the said amount in accordance with the terms set forth.	
CHECKE A TURNISHIE.	NATION.

# **Estimate**



classiclandscape@cox.net www.classiclh.com 619-654-4616

IN BUSINESS SINCE 1998

Resource Conservation District 11769 Waterhill Road	Name/Addres	S		
	Resource Cor	servatio	n District	
	11769 Waterh	ill Road		
Lakeside CA 92040	Lakeside CA 9	2040		

Date	Estimate No.	Project
01/12/23	2119	

Item	Description	Quantity	Cost	Total
Materials	Remove and replace lifted section of walkway and	125	35.90	4,487.50
	curb behind main building			
Materials	Install 4 X 4 sump in same area to help remove	16	101.25	1,620.00
	trapped rain water			
Materials	Root barrier along new curb to protect from tree root	25	89.80	2,245.00
	damage			
Materials	run rain gutter piping to area with better fall	20	42.00	840.00
Materials			0.00	0.00
Materials	at employee parking and at upper building, grind	24	107.50	2,580.00
	lifted sidewalks and driveways			
Materials	Install root barrier around concrete planter with large	100	67.40	6,740.00
	tipu tree by lunch table to protect concrete, 30"			
	deep			
Materials	Stacking legacy stacking block wall around A.C.	34	42.00	1,428.00
	units and metal posts			
Materials	Remove and replace concrete slab at entry	320	28.34375	9,070.00
Materials	Demo 20 foot curb	20	18.00	360.00
Materials	Curb at same area, 10" X 6"	20	62.00	1,240.00
Materials	Root barrier, same area 30" deep	20	101.00	2,020.00
		•		
			Total	\$32,630.50

# **Estimate**



classiclandscape@cox.net www.classiclh.com 619-654-4616

IN BUSINESS SINCE 1998

Name/Address	
Resource Conservation District	
11769 Waterhill Road	
Lakeside CA 92040	

Date	Estimate No.	Project
01/12/23	2119	

ltem	Description	Quantity	Cost	Total
Materials	Remove and replace lifted section of walkway and curb behind main building	125	35.90	4,487.50
Materials	Install 4 X 4 sump in same area to help remove trapped rain water	16	101.25	1,620.00
Materials	Root barrier along new curb to protect from tree root damage	25	89.80	2,245.00
Materials	run rain gutter piping to area with better fall	20	42.00	840.00
Materials			0.00	0.00
Materials	at employee parking and at upper building, grind lifted sidewalks and driveways	24	107.50	2,580.00
Materials	Install root barrier around concrete planter with large tipu tree by lunch table to protect concrete, 30" deep	100	67.40	6,740.00
Materials	Stacking legacy stacking block wall around A.C. units and metal posts	34	42.00	1,428.00
Materials	Remove and replace concrete slab at entry	320	28.34375	9,070.00
Materials	Demo 20 foot curb	20	18.00	360.00
Materials	Curb at same area, 10" X 6"	20	62.00	1,240.00
Materials	Root barrier, same area 30" deep	20	101.00	2,020.00
			Total	\$32,630.50

# PRIME CONSTRUCTION CONTRACT

THIS AGREEMENT IS BETWEEN

# JOE'S PAVING CO., INC. (JPI)

CA LIC#A & C12 806124, SBE No. 60655, DIR No. 1000011953 519 SINCE 1972 Fax: 760-749-6415

Office: 760-749-0519

			Bld Date;		3/1	4/2023	1			
Attn:	Resource Conservation District Project:					ject:	_			
	Joanne Sauerr							Waterhill l		
	Lakeside Phone:	CA 920					Lakes	ide	CA	92040
	Fax:	(619)562-00	90							
	Email:	joanne.saue	rman@redsan	dieg	o.org			Conc	rete Repair	·s
			Sec	ope	of V	Vork	-			
·										
A Desc	cription of the Sc	ope of Work is .	Listed Below: (	Preve	ailing	Wage Rate	Includ	led)		
Item #1		Remove lifted co main entry, grin- re caused concre	d lifted sidewal	ks an	d driv	e areas at en	nployee	upper lot, a	nd dig dowi	a 30" in areas
			1 Lump Sum	(a)	\$	10,872.84	p		\$	
Item #2	Concrete Worl		•	-			ain hoi	- Iding to incl		10,872.84
		r, and rain guter						_		-
	barrier by upper take place of ex	employee lot an isting curb that to a to depth of 30	ound the large was excavated a	Tipu at leng	tree t gth of	o protect cor f 20 ft, and d	ncrete. I imensio	Form and po	ur new curb	at entry to
			1 Lump Sum	<u>@</u>	\$	16,778.25		=	\$	16,778.25
Item #3	Block Wall: In: 5 ft.	stall block wall a	round A.C. uni	t at u	pper	building witl	h appro	ximate lengt	h of 14 ft. a	nd height of
	<i>5</i> 1t.		1 Lump Sum	@	\$	7,123.00		=	\$	7,123.00
								Total:	\$	34,774.09
Allow 4- Terms 1. Exclusivater me related si	ters are for temporar, 6 hours cure time pr and Conditions sions unless included ter, prevailing wage tructures.	ior to foot traffic; 2  and specified above, traffic control, se	4-36 hours for velve; permits, bond, bgrade prep or co	nicles, , or any mpact	y form ion, ar	of engineering y agency requi	(stakes, red storr	testing, inspec n water related	permits or rep	oorts, or placemen
of water- cause po 3. Work	to be done in accord	s additional work a lance with plans, sp	nd will be charged ecs, and quantities	l on a s	time a	nd materials ba	sis. Not	responsible for	grades under	2% fall for asphal
4. Class I 5. The ov gas sewe undisclos	rash deposits, etc. wi II material, if include wner is responsible f rr, TV or telephone p sed utilities caused b	ed, is 3/4" recycled for identifying and g prior to commence managed by performance of the	Class II per Caltra giving the location cent of work, Joe's nis work,	ns Star to Joe Pavin	s's Pav g Com	ing Company, I pany, Inc. is no	inc, of all of respon	l utility lines in sible for any d	eluded but no amage to or lia	bility from damag
orevailin 7. Materi	ance Charge of 1 1/2 g party shall be entitial: Because of oil & roject start and/or mo	led to recover from aggregate market v	the other, Attorne	y fees	and c	osts in addition	to other	amounts awar	ded by the cou	ırt.
INCLUS		Move-Ins 1 Labor x Warranty x	Additional Mov Materials	e-Ins a	nt your	request will be Equipment		of \$1,000,00 Insuran		
EXCLU	Т	Weed Killer x raffic Control x Testing x Utility Adjust. x Demo x	Prime Coat Engineering Inspections Permits Scarification	X X X X		Fog seal Water Supply Saweutting Grubbing Recompaction	x x x x	Sand Cov Sealing Cur Expo Impo Stripin	ort x	
Chadw	ick Smith, Esti	mator & Projec	t Manager				Cell Ph	ione; 760-44	5-9021	
	Ance: I have read the cons and jointly and severa							, , <u>, , , , , , , , , , , , , , , , , </u>		
Prin	ıt Name & Signa	iture:						DATE	l:	



# SUCCESSES · STRUGGLES · SUPPORT

Activity Highlights for April 2023
Prepared for Board Meeting on 5/10/23

# **SUCCESSES**

#### **Executive Director:**

- Continued to hold regular check-ins with staff and bi-weekly office staff meetings.
- Continued working at the farm regularly to attend farm staff meetings and connect with staff.
- Working with Chris Kelley to develop a salary scale for all RCD positions and to renew our indirect cost rate.
- Refining position descriptions for farm and education staff positions.
- Supported staff members with grant application planning and writing.
- Worked with Bizhaven to organize staff trainings on our Illness and Injury Prevention Program.
- Worked with the District Manager of Coachella Valley RCD to plan the SoCal Baja Region RCD meeting, scheduled for May 1.
- Participated in calls with various partners regarding our fire prevention / forest health, agriculture, and pollinator programs, including a meeting of the San Diego Pollinator Alliance and a meeting of the SoCal Ignition Reduction project convened by the USFS.
- Visited the native seed and plant nursery operation at RCD Riverside-Corona with our Outreach Coordinator.
- Attended a meeting with County Parks staff along with Board President and Agricultural Specialist.
- Worked with staff to develop a proposal for the DOC's new Climate Smart Land Management program, being submitted in partnership with County of SD Dept of Land Use and Planning.
- Worked with staff to begin implementing our new WCB-CARCD block grant.
- Participated in a meeting of the LAFCO RCD ad hoc committee to develop a master MOU between
  the three San Diego County RCDs. Collaborated with the other two RCDs to submit a proposal for
  the County Water Authority's Large Landscape Program.
- Participated in the CWPP review committee calls.
- Attended a meeting of the SANDAG Habitat Taskforce, of which we are a member.
- Continued to work with staff and SoCal RCDs to develop the SoCal Carbon Farming Hub and prepare to recruit a Hub Coordinator.
- Gave an interview to CBS News 8 about the farm and progress since flooding. Here is a link:
- Met with RCD staff and NRCS staff to discuss the new forester position we will receive funding for.
- Reviewed the draft SALC final report.
- Attended part of the kick-off planning meeting for the NACD annual conference, which will be held in San Diego in 2024. Got to meet the new CARCD ED and several NACD staff members.
- Supported staff with preparations for San Diego Pollinator Week, taking place May 8-14.



#### **PROGRAM REPORTS**

#### Port:

- Marisa Rodriquez continued her internship and has been taking the lead on watershed presentations, community with teachers, and grading pre/posttest.
- 7 watershed presentations given at 3 school locations.
- Participated in an Earth Month event at the El Toyon Nature Day.
- Worked with Girl Scouts of San Diego to schedule a community presentation with a summer camp in July.

#### **Pollinators**

- Held bimonthly SoCal Pollinator Network meeting.
- Focused on event preparations with partners for San Diego Pollinator Week. Confirmed 14
  events which are posted on our site <a href="here">here</a>. Here is a link to some promotional materials. RCD
  staff are supporting at various events. Grizzly Core fellows creating native plant and pollinator
  guide for Cuyamaca Rancho State Park hike.
- Attended webinars to learn about how to report for CARCD WCB funding and submitted Q1 report for our Working Lands for Pollinators project.
- Partnered with San Diego Audubon to package 1lb of our native milkweed seed in exchange for ¼ lb for their native seed libraries. Received an additional 1lb of seed from Partners for Fish & Wildlife that will be reserved for restoration work.
- Visited Riverside Corona RCD to see their native seed nursery and learn about their restoration programs.
- Continued communication with teachers for the CARCD Monarch Block Grant; will plan to give two more presentations this guarter.

#### **Sweetwater Community Garden**

- Had our second Efficient Irrigation class at Sweetwater 4/8/23, attended by 20 garden members.
- Coordinating 4 more classes for the Spring with Master Gardeners Association for May and
- Completed Spring Clean-Up with over 65 people in attendance.
- 4 New gardener orientations, 6 move ins, 2 move outs, and 5 applicants selecting plots.
- 42 available plots.
- Four email updates sent to garden members.

#### **Tijuana River Valley Community Garden**

- Completed Annual TRV Spring Clean Up with over 100 people in attendance.
- One new gardener orientation, 1 move in, 4 current gardeners transitioning to different plots, 3 available plots.
- 14 new green waste bin members.
- Two email updates sent to gardeners.



#### Soil Health and Farmer / Rancher TA

#### **CA Dept of Food and Ag:**

- Conducted four irrigation evaluations.
- Arranged Pump Testing with Pump Efficiency Testing Services for week of May 1.
- Inventoried new equipment for soil testing kit for use in field and lab.
- Distributed economic relief flier in mailer to organic certified producers in Ramona and Vista.
- Attended USDA webinar to learn about new funding opportunities for economic relief
- Contacted Healthy Soils grant recipients for update on practice implementation, including visit to prolific cover crop at Konyn Dairy.
- Monthly announcements (April edition) sent to 275 recipients and 142 farmers and ranchers.
- Coordinated meeting of Southern California Carbon Farming Hub.
- Farm Conservation Advisor completed Carbon Farm Planning Training by Carbon Cycle Institute.

#### **CA Dept of Conservation (SALC):**

- Distributed brochure of value of agriculture in San Diego.
- Graphic designer drafted layout for final SALC report.
- Integrated input from key partners into final report and held follow-up calls with partners.
- Met with agency staff and elected officials to recommend priority policies on behalf of agricultural producers, including the offices of:
  - County of San Diego Supervisor Joel Anderson
  - City of San Diego Councilwoman Marni Von Wilpert, member of Land Use Committee
  - o City of San Diego Councilman Joe LaCava, member of Environment Committee
- Presented policy recommendations at City of Escondido Economic Development meeting on behalf of agricultural producers.
- Finalized format of public database of agricultural producers and process for verification.
- Farm Conservation Advisor completed Carbon Farm Planning Training by Carbon Cycle Institute.
- Provided input to County of San Diego at Carbon Farming Pilot Program advisory meeting.
- Attended County of San Diego Water Equity Meeting and provided feedback regarding externalized costs of imported food production.
- Participated in SD Food System Alliance meeting to discuss Agricultural Workforce objectives.

#### **CA Dept of Water Resources**:

 Attended SANDAG Regional Habitat Conservation Taskforce meeting and strategized future restoration efforts with partner organizations.

#### **US Natural Resources Conservation Service:**

- Conducted soil testing at 6 farms in Campo, Ramona, Bonita and Escondido.
- Assessed potential for farm incubator or community garden serving local elderly community at Camp Lockett in Campo.
- Conducted site assessment of an urban vermiponic operation in Bonita.



- Advised Groundwork San Diego regarding potential for production and education at EarthLab.
- Received training from NRCS on creation of Equity Plan using USDA demographic parity data.

#### **Zero Foodprint**:

Directed previous grant applicants to reapply to Restore CA funding with RCD as TA Provider.

#### **TRV Incubator Plots:**

- Tested soil for bacteria at incubator plots (Pixca, GrowEco), as well as TRV Garden and Wild Willow to ensure safety of soil for planting. Trace amount of fecal bacteria still present 3 months after flood.
- Met with County of San Diego Parks and Recreation staff to discuss lease status and future collaboration on Wild Willow Farm and Community Gardens

#### **Forestry + Fire Prevention:**

- Updated the RFFC portion of our <u>website</u>.
- Attended the Natural History Museum State of Biodiversity Symposium.
- Participated in the Volcan Mountain Foundation Symposium: Importance and Conservation Status of the Eastern Peninsular Ranges.
- Working on developing framework for regional block grant implementation across Southern CA and developing a pilot block grant program with CAL FIRE for Priority Project portfolio implementation.
- Worked to build capacity for GSOB monitoring and spraying by purchasing bulk chemical and spraying equipment. This allows more treatment at a lower cost across the region.

#### **CAL FIRE Forest Health:**

- Contractors making good progress at Pauma and Forest Service units, deliverables are on track.
- Extension request in process for additional one year of performance period.

### **DOC- RFFC Program:**

- Subcontracts are making good progress, deliverables are on track.
- Working to finalize our budget and scope of work for Round 3 of the program, approx \$3M.
- Completed work on Round 1 of the program, and submitted final reporting.

#### **SDG&E Renewable Contract:**

• With the addition of our new County Coordinator grant, staff time budgeted for this grant has been recategorized for additional defensible space assistance implementation countywide.



#### **FSC General:**

- Planning Fire Safe Council Volunteer Awards and Appreciation Event- booked venue, finalized speakers, sent out invitations, and exploring catering options.
- Completed two sessions of CWPP Reviews and all of the edits have been returned to participating Fire Safe Councils for review.
- Finalized Olivenhain FSC's CWPP.
- Working with Elfin Forest Harmony Grove FSC as their fiscal sponsor for their California FSC
  Capacity Building Grant. Met with the President to purchase new laptops and materials for their
  FSC.
- Hosted a Last Chance Survival Simulation Workshop in Deer Springs, 54 community members attended.
- Hosted a FSC Coffee Chat Julie from Coastal Canyon gave away a lot of fun materials to local Fire Safe Councils as her council disbanded.
- Attended California Fire Safe Council's Capital Walk and County Coordinator Workshop. Morgan
  participated in two panel discussions at these events, illustrating our Fire Safe Council work to
  elected officials, partner agencies, community FSCs, and other partners.
- Met with SDRFF to discuss 2023 SAFE Grant Program deadlines and plan for the Volunteer Awards.
- Met with two graphic designers to explain need for a CWPP template update, waiting on bids to come through.

#### **DSAP & Chipping Programs:**

Completed quarterly reports for both SDRC and SDG&E fuels grants.

#### **GrizzlyCorps Fellows:**

- Attended GrizzlyCorps April Cohort Training: Preparing for Life After AmeriCorps
  - Ashleyann presented about living expenses during service year: "Passion Pay & Play in San Diego"

#### Tasks and Outreach-related:

- Working on PBA and GSOB toolkits, PBA documentation matrices + StoryMap
- Zoom meeting with Ida K. Vincent from Earth Discovery Institute
- Zoom workshop with Cal Poly SLO's Swanton Pacific Ranch: Environmental review pathways to long-term success: prescribed fires
- Volunteered at The Tijuana River Valley: 04/22/23
- PBA / Cultural burning related:
  - o PBA Meeting with Wolfy Rouge from Butte PBA 04/06/23
  - PBA Meeting with Kestrel from El Dorado + Amador PBAs: TBD
- Creating a California Native Plants Field Guide for the upcoming Cuyamaca hike on 05/12

#### **Education:**

- Participated as a Field Trip Leader at Wild Willow Farm
- AmeriCorps Segal Award workshop: 04/12
- Attended the 6<sup>th</sup> Annual State of Biodiversity Symposium



• Attended the California Fire Safe Council Legislative Walk in Sacramento

#### **Wild Willow Farm**

- Hosted 25 volunteers for the OneTreePlanated event where 37 fruit trees were planted.
- The Spring session of Farm School started with 18 students including interns.
- Coordinated with two external educators for workshops in May: Pollinator Photography (bilingual) and Natural Plant Dyeing.
- Wrote and sent out one Wild Willow Farm Newsletter.
- Successfully held five workshops during April.
- Field Trips: Hosted 10 field trips, which brought almost 500 school-aged children to the farm.
- Farm Sales: Sold about \$200 worth of products; mostly nursery starts.
- Volunteers: Had a great volunteer day on 4/8 with over 40 volunteers where we spread compost on 1/3 of the growing fields and managed the farm's compost piles.
- Production: Have planted out most of the growing fields; we are holding some space for dedicated plantings for Foodshed; we expect to be harvesting some items late May-early June.
- Internet has been sorted out and is working consistently at the farm.
- Sierra is in a new role to provide management to the farm's education programming. She is also working to help streamline the field trip system.



#### **RCD General**

- Biannual monitoring at Rancho Jamul; first monitoring event outside of grant funding.
- Held monthly Ag Team meeting and reviewed Ag Team staff performance.
- Received safety training from BizHaven and shared feedback from team about field conditions.
- Staff provided support at Creek-to-Bay cleanups at both Tijuana River Valley and Sweetwater Community Gardens.
- Farm Conservation Advisor pursued training in plant production technical assistance to obtain Pest Control Advisor certification and Technical Service Provider qualification for NRCS.
- Met with Kathy from the Del Mar Fairgrounds about presenting two classes for students at Sunflower Farms.
- Continued promoting the Jim Thompson Conservation Scholarship, including through newsletters, at meetings, and by staff speaking at a local high school.



- Received 14 applications for the scholarship so far: applications due on May 8th.
- Communicated with Range Camp to promote our sponsorship position.

## STRUGGLES

- Soil Test Results: Most recent testing showed that pathogens are rapidly on the down trend; we have been waiting for this trend in order to plant more quickly growing crops.
- Shade: In light of the recent Heat Illness Prevention Training, and the approach of summer, we realize are lacking in reliable, sturdy shade structures on the farm for the following:
  - Wash and root washing station roof
  - Nursery work area
  - o Field Trip, Farm School, Farmers, and general safety for all who visit.

## NEWSLETTERS

- Forestry and Fire: FSC Newsletter
- AG Outreach: https://mailchi.mp/b79246308df1/farmer-rancher-newsletter-mar2023-8120942
- Wild Willow Farm Newsletter https://www.wildwillowfarm.org/so/e8OULrBrw?languageTag=en
- School Garden https://mailchi.mp/98a5e516b7d1/fall-garden-newsletter-8119466

## UPCOMING EVENTS •

- Farm School, ongoing through May
- UNM Sustainable Ranching Tour, 5/4
- Society for Rangeland Management Ranch Tour, 5/8
- CA Board of Forestry Ranch Tour, 5/10
- Nature and Pollinator Photography, 5/14
- Natural Dyeing with Flowers, 5/28
- PBA/BIA/partners introductory Zoom call, 05/16
- CA Wildfire & Forest Resilience Task Force, 05/11
- Pollinator Week events, 05/08-05/14
- SDGE Pine Valley Safety Fair, 05/20
- SDGE Viejas Earth Day Festival, 05/20
- Zoom Post Fire Discussion, 05/22
- Cattleman's Association, 5/23
- UCANR Climate Symposium, 5/25
- Fire Safe Council Volunteer Awards and Appreciation Event, 05/31
- San Diego County Fair June 7- July 4 (staff will be tabling)



RCD STAFF - April 2023						
Ann Baldridge, Executive Director	Heather Marlow, Director of Forestry & Fire					
	Prevention Projects					
Chris Kelley, Financial Director	Gregg Cady, Conservation Farm Advisor					
Sierra Reiss, Education Coordinator	Cheyanne Piacenza, Assistant Farm Manager					
Rachel Lloyd, Accounting Clerk	Joel Kramer, Agricultural Specialist					
Stan Hill, Forestry & Fire Prevention Project Manager	Andy Williamson, Irrigation Technician					
Erik Rodriguez, Farmer II	Morgan Graves, Fire Prevention & Forestry					
	Coordinator					
Juliann Tidwell, Farmer	Joannaluz "Joanna" Parra, Farmer					
Kim Hanson, Field Trip & Volunteer Coordinator	Paul Maschka, Regenerative Farming Educator					
Codi Hale, Outreach Coordinator	Joanne Sauerman, Office Coordinator					
Elizabeth Garcia, Ag Technician	Daniela Mejia, Community Garden Coordinator					
Carolina Guia, Grizzly Corps Fellow	Ashleyann Bacay, Grizzly Corps Fellow					

Grant Applications Submitted	Program	Amount \$	Notes / Updates		
NRCS-IERCD	Post-disaster recovery	\$35,000	Program links farmers and ranchers to resources to recuperate their land following a natural disaster		
CARCD USDA Equity in Conservation Outreach Block Grant	Agriculture dept	\$45,000	Outreach to underserved farmers		
Community Enhancement Program	Pollinator Health	\$5,000	Funding to support Pollinator Week events and staff time, submitted 2/17/23		
USDA – Urban Agriculture and Innovative Production	Agriculture dept	\$349,532.61	Submitted 3/27/23 to support innovative methods of urban agriculture		
Grants Currently Working On	Program Amount \$		Notes		
Dept of Conservation – Climate Smart Working Lands	Agriculture Dept	\$2M	Submitting a joint application with SD County – our share, if funded, will be \$1m.		
NRCS-CARCD	Forestry & Fire Prevention	\$300,000	Three-year grant to fund a full-time forester or similar position to support forest management plans and other planning work.		
Western SARE	Agriculture Dept	\$350,000	Agave establishment with UC Davis		
USDA Local Meat Processing	Agriculture dept	TBD	Coordinating Cattleman's Association, Farm Bureau, KCW Custom Processing		
CARCD block grant – CDFA SWEEP	Agriculture dept	TBD	Funding for staff time to provide technical assistance to farmers and ranchers in applying for SWEEP		
Wildlife Conservation Board (pre-application stage)	Habitat restoration planning	\$580,000	Project in collaboration with the Green Infrastructure Consortium and Otay River valley Regional Park, RCD would be lead partner. Preapplication approved, invited to full proposal		
Recent Grants Awarded	Program	Amount \$	Notes		
Community Food Fund, San Diego Foundation	Community Gardens	\$100,000	Original request for \$187k, part funded to support TRV Community Garden.		
CDFA Underserved Producers Economic Relief	Agriculture dept	\$87,000	Grant to build on 2021 funding by capitalizing on existing relationships and reputation to support underserved farmers to access funds and resources post-disaster.		
CAFF	Wild Willow Farm	\$15,000	Post-flooding economic relief		
CDFA – CUSP	Agriculture dept	\$65,000	Supporting underserved and small producers		
DOC	RFFC Program Round III - Wildfire Resiliency	\$3M	Scope of work and budget confirmed for further capacity building		
CARCD – WCB block grant	Pollinator Health	\$356,515	Five-year grant to CARCD and sub-awarded to RCDs. Awarded 1/13/23		

Updated: 5/3/2023

CDFA Pollinator Habitat Program	Funds to support implementation of pollinator habitat on working lands	\$339k	Submitted 11/23/22, Awarded March 2023
Community Enhancement Program	Wild Willow Farm	\$9,491	Spring event at the farm, submitted 1/6/23, awarded March 2023
CDFA Planning Grant	Funding to support conservation planning with farmers and ranchers, including carbon farm planning	\$249,700	Joint proposal with Regional Carbon Farming Hub partners (Mission and Inland Empire RCDs). Announced 2/2/22
SDG&E Safety Partners	Defensible Space Assistance Program	\$20K	Support to our North County communities not within SDRC boundaries.
Climate Cycle Institute	Regional Carbon Farming Hub	\$360,000	Three years of funding to hire a Coordinator for the Southern CA Carbon Farming Hub (awaiting agreement)
County Coordinator Grant – CAFSC	FSC technical assistance, CWPPs, capacity building	\$175k	Submitted 11/15/22, Awarded January 2023
Subcontract from Food Shed	Agriculture - carbon farm plans	\$40,000	Subcontract is part of Food Shed's recently awarded USDA Climate Smart Commodities grant (Dec 2022) – awaiting subcontractor agreement
CDFA – WETA	Agricultural Program	\$408,000	Irrigation support to farmers and ranchers. Awarded May 2022
DOC	RFFC Program- Wildfire Resiliency	\$114,000	RFFC Round I Early Action Opportunity Fund; staff capacity; awarded June 2022
NACD Urban Agriculture and Conservation	Community Gardens and Farm	\$49,995.90	Awarded April 2022
Port of San Diego	Environmental Education (watershed)	\$42,000	Three-year bid to renew our watershed education project. Awarded May 2022
CARCD- CAL FIRE Block Grant	Fire Prevention, GSOB work, planning and TA	\$600,395	Funds for program management, PBA, GSOB support, chipping & DSAP; awarded June 2022
CARCD - NRCS Block Grant	Farmer Equity Outreach	\$22,483	Awarded, pending contract
SDG&E	Fuels Reduction	\$1.2M	New budget amount for 2023; renewable annual budget for 5 years
Grants Denied / Cancelled	Program	Amount \$	Notes
CALFIRE Forest Health	Round 2 of the "Saving San Diego's Last Mixed Conifer Forest"	\$6m	Denied April 2023
Community Wildfire Defense Fund	USFS – Implementation of County CWPP projects, including chipping and DSAP	\$4.93m	Denied March 2023
CAL FIRE- Fire Prevention	Chipping/ DSAP/ Community Projects	\$3.3M	Denied June 2022
CAFSC/ SFA 2022	Chipping/ DSAP	\$200K	Chipping/DSAP. Denied June 2022
CDFA Beginning Farmer and Farm Worker Training Program	Grazing apprenticeship program with Good Shepherds	\$994,239	Denied October 2022

CDFA Specialty Crop Block Grant	Crop Swap program for avocado growers to switch to more disease and/or drought resistant crops or varietals	\$498,064	Pre-proposal not invited for full proposal December 2022
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Grant Applications Submitted	Program	Amount \$	Notes / Updates
County of San Diego – ARPA funds	Wild Willow Farm Field trips and Activities	\$122,866	Funding available to supplement youth programs, compensation based on participation.
Grants Currently Working On	Program	Amount \$	Notes
Cronts/ Donations Asserted	Dyaguana	A ma a comb &	Notes
Grants/ Donations Awarded	Program	Amount \$	notes
CDFA – Farm to School, Track 4	Wild Willow Farm	\$150,000	Funding to develop a Farm to School field to supply produce to Sweetwater Union High School District for school consumption and nutrition education programs.
Hervey Family Fund	Wild Willow Farm	\$20,592	Funding to review the CSA model and promote to / engage the local community
Hervey Family Fund	Wild Willow Farm	\$10,000	Donation via SD Foundation, December 2022
SDG&E	Wild Willow Farm	\$3,000	Contribution for hosting a corporate volunteer event
SDG&E Environmental Champions 2022-23	Pollinator health	\$7,500	Program to promote native milkweed and host an event to swap tropical milkweed plants for a native plants
Collins Aerospace	Wild Willow Farm Donation	\$1,300	Staff Field Day Donation 2022
One Tree Planted	Arbor Day tree planting	\$2,500	Wild Willow Farm 2022
SD Foundation- H. House Family Fund	Wild Willow Farm	\$10,000	Direct support gift through SD Foundation 4/2022
SDG&E Environmental Champions 2021-22	Build and distribute garden boxes to South Bay families	\$7,500	Funding for vegetable or pollinator gardening container gardening workshops and supplies.
Grants Denied / Cancelled	Program	Amount \$	Notes
SD City Council - CPPS	Pollinator health	\$6,715	Program to promote native milkweed and host a San Diego Pollinator Week program of events.
SD City Council - CPPS	Wild Willow Farm Field trips	\$5,250	10 free field trips for schools in neighboring communities, plus some additional supplies.

Updated: 5/5/2023