

Humboldt
County



RESOURCE
CONSERVATION DISTRICT

Board of Directors Meeting

The mission of the Humboldt County Resource Conservation District is to assist private and public landowners in the planning, design, and implementation of soil, water, and forest resource conservation practices to improve and enhance natural and working lands in Humboldt County

REGULAR MEETING: AGENDA

Thursday, December 12, 2024

8:00 A.M.

(Items marked with * are attached to director packets. Packets may be requested by contacting the HCRCDC at 707-296-3992 or emailing jill@hcrdc.org.)

LOCATION: HUMBOLDT AGRICULTURAL CENTER

5630 South Broadway

Eureka, CA 95503

OR

TELECONFERENCE via ZOOM & TELEPHONE

The public may observe the meeting from a desktop computer, mobile device, or telephone.

Join Zoom Meeting

<https://us02web.zoom.us/j/85362576963?pwd=OPdwgbeBvCRLadC7cbKHN3qoLNkGQN.1>

Meeting ID: 853 6257 6963

Passcode: 825874

If accessing from a **telephone**, you can listen to the meeting live by calling:

1 669 900 6833

Enter Meeting ID: 853 6257 6963 when prompted

Enter Passcode: 825874 when prompted

To mute or unmute yourself on a telephone, press *6

To raise your hand on a telephone, press *9

HOW TO SUBMIT PUBLIC COMMENTS:

Before the Meeting: Please email your comments to jill@hcrdc.org before 8am on the day of the meeting, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed three minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email.

Contemporaneous Comments: During the meeting, the Board Chair or designee will announce the opportunity to make public comments and identify the cut off time for each attendee. Attendees may also "raise" their hand in Zoom or via telephone by pressing *9 to make comments. The chat feature within Zoom will also be monitored for comments submitted during the meeting.

1. **CALL TO ORDER** – Christine Manhart, Chair
2. **ROLL CALL**
3. **REMOTE PARTICIATION OF DIRECTOR VIA AB 2449**
 Chair Christine Manhart will be traveling on HCRCD business during the Regular Meeting of the Board; she may participate remotely in the Regular Meeting under AB 2449 under "just cause." To participate, Chair Manhart must state reason for participating remotely; publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the relationship with any such individuals; and must participate through both audio and visual technology.
4. **ADDITIONS OR CHANGES TO AGENDA** (Gov. Code 54954.2(B))
5. **PUBLIC COMMENT PERIOD**
 Any person may address the Board regarding any matter within the Board's jurisdiction that is not on the agenda. Speakers are asked to limit comments to three minutes. Members of the public may also comment on agenda items when they are discussed. (Gov. Code 54954.3(a)).
6. **OATH OF OFFICE FOR APPOINTED DIRECTORS***
 The Humboldt County Board of Supervisors acted on November 5, 2024 to reappoint Christine Manhart, Lane Russ and Jim Cotton and appoint Lauri Barnwell to the HCRCD Board of Directors.
7. **CONSENT CALENDAR – ACTION ***
 - 7.1 Approve Minutes for Regular Meeting of October 10, 2024
 - 7.2 Approve the following contractor agreement(s) for the Manual Fuels Reduction Services in the Pecwan Watershed Project and authorize the Executive Director to execute agreements and any subsequent amendments:
 - Contract #143-08 with Coleman Environmental Engineering Inc in the amount of \$300,000.
 - Contract #143-09 with Jones Family Tree LLC in the amount of \$300,000.
 - 7.3 Designate Director Lauri Barnwell as Board Secretary/ Treasurer
8. **ITEMS PULLED FROM CONSENT CALENDAR - ACTION**
9. **NEW BUSINESS – ACTION**
 - 9.1 Review and approve December 2024 Financial Report and Staff Recommendations to approve reserve for payroll and tax liabilities and approve and issue payments for operating expenses and contractor payments as outlined in financial report.
10. **OLD BUSINESS – ACTION**
11. **INFORMATIONAL ITEMS**
 - 11.1 District Director Updates and Announcements – Directors may provide updates on their activities related to the HCRCD such as other meetings attended and other relevant announcements.
 - 11.2 District Correspondence
 - 11.3 Forest Health and Wildfire Resilience Program Update – Katrina Henderson, HCRCD Program Manager
 - 11.4 Riverside Ranch and Salt River Flood Performance Update – Doreen Hansen, HCRCD Program Manager
 - 11.5 NRCS Update – Todd Golder, NRCS Eureka Field Office District Conservationist
 - 11.6 CDFW Update – Shawn Fresz, Lands and Wildlife Program Supervisor,
 - 11.7 HCRCD Staff Reports* – Doreen Hansen, HCRCD Program Manager
12. **FUTURE AGENDA ITEMS**
 - 12.1 Board Organizational meeting – Officers & Committee Assignments
13. **NEXT REGULAR MEETING: January 9, 2025**
 Meeting location: Humboldt Agricultural Center
14. **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 707-296-3992 or email admin@hcr cd.org. Notification at least 48 hours prior to meeting time will assist staff in assuring that reasonable accommodations can be made to provide accessibility at the meeting.

Agenda Item #6. Oath of Office
For Regular Board Meeting of: December 12, 2024

HUMBOLDT COUNTY RESOURCE CONSERVATION DISTRICT
BOARD OF DIRECTORS

TO: Board of Directors
FROM: Jill Demers, Executive Director
SUBJECT: Agenda Item 6 – OATH OF OFFICE FOR APPOINTED DIRECTORS**
AGENDA SECTION: OATH OF OFFICE

RECOMMENDATION

No board action required. Appointed directors shall take the Oath of Office to fulfill their appointment to the Board of Directors. HCRC staff, HCRC Directors, or a Supervisor (County of Humboldt) may administer the oath. After Directors take the oath, they shall sign the Oath of Office along with the individual administering the oath.

SUMMARY

The Humboldt County Board of Supervisors acted on November 5, 2024 to reappoint Christine Manhart, Lane Russ and Jim Cotton and appoint Lauri Barnwell to the HCRC Board of Directors. Directors must take the Oath of Office to complete their appointment.

FISCAL IMPACT

n/a

ATTACHMENTS

Oath of Office template

Oath of Office

STATE OF CALIFORNIA

County of Humboldt



Humboldt County Resource Conservation District

I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Appointee Signature)

Subscribed and sworn to (or affirmed) before me, this 12th day of December, 2024

(Signature Of Person Administering Oath)

(Title)

Before taking office, each member must take and subscribe this Oath of Office before a district director, other district officer, state or county officer, judicial officer or notary public, to be filed with the County Clerk.

Agenda Item #7.1 (CONSENT)
For Regular Board Meeting of: December 12, 2024

HUMBOLDT COUNTY RESOURCE CONSERVATION DISTRICT
BOARD OF DIRECTORS

TO: Board of Directors
FROM: Jill Demers, Executive Director
SUBJECT: 7.1 Approve Minutes for Regular Meeting of November 14, 2024*
AGENDA SECTION: CONSENT

RECOMMENDATION

Approve Minutes for Regular Meeting of November 14, 2024.

SUMMARY

n/a

FISCAL IMPACT

n/a

ATTACHMENTS

Minutes for Regular Meeting of November 14, 2024.

Humboldt County Resource Conservation District
Board of Director's Monthly Board Meeting Minutes
Humboldt Agricultural Center, 5630 South Broadway, Eureka, CA 95503
or Teleconference via ZOOM and Telephone
November 14, 2024

1. Call to Order: Chair Christine Manhart 8:02am
2. Roll Call
 - HCRCD Board: Christine Manhart (Chair), Mark Moore (Secretary/Treasurer), Dan Cohoon, Zach Cahill, Jim Cotton, Reid Cody
 - HCRCD Directors Excused: Lane Russ (Vice Chair)
 - HCRCD Staff: Jill Demers (Executive Director), Curtis Ihle (Assistant Executive Director), Anita Hipp, Doreen Hansen, Jake Taulbee, Katrina Henderson, Alex Cunha, Travis Massey, Megan Kownurko, Katherine Rynearson, Petra Engstrom
 - HCRCD Staff Excused: Charlotte Favre, Christine Cooper-Filipowich
 - Virtual: David Alvey (MAZE & Associates)
 - Guests In-Person: Todd Golder (NRCS District Conservationist), Jim Regli (Salt River Watershed Council), Kathy Phillis (Salt River Watershed Council), Lauri Barnwell
3. Additions or Changes to Agenda – None
4. Public Comment
 - Jim Regli provided public comment on Informational Item 9.2, noting that the Salt River Watershed Council will help find 2 people to attend the meeting and serve on a committee. Also requested correspondence from November 2021 regarding channel narrowing and Salt River project permitters.
5. Consent Calendar
 - 5.1 Approve Minutes for Regular Board Meeting of October 10, 2024
 - 5.2 Approve Resolution No. 24-18 the application of funds from the California Department of Transportation Mitigation Funding Program for the Lower Mainstream Eel Sharp Planning Project and conditionally accepting funding grant.
 - 5.3 Approve Resolution No. 24-19 the application of funds from the Landscape Scale Restoration Competitive Grant Program for Southern Humboldt Prescribed Fire Project and Conditionally accepting funding.
 - 5.4 Approve the designation of Christine Manhart, HCRCD Board Chair, as HCRCD's Voting Delegate and Jim Cotton, HCRCD Director, as HCRCD's Alternate Voting Delegate in order to vote at the 2024 California Association of Resource Conservation Districts (CARCD) Annual Business Meeting and at any other general membership meetings and regional meetings.
 - 5.5 Approve minor modifications to the HCRCD Employee Handbook.
Motion to accept the Consent Calendar (items 5.1, 5.2, 5.3, 5.4, 5.5) by Director Moore, Seconded by Director Cohoon. Ayes: Directors Manhart, Cahill, Cotton, Cody. Noes: None. Absent Director Russ. Passed Unanimously.
6. Items Pulled from the Consent Calendar – None

Humboldt County Resource Conservation District
Board of Director's Monthly Board Meeting Minutes
Humboldt Agricultural Center, 5630 South Broadway, Eureka, CA 95503
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November 14, 2024

7. New Business:

7.1 Approve Audited Financial Statements, Memorandum on Internal Control and Required Communication presented by David Alvey, CPA with Maze & Associates for Fiscal Year 23/24.

Motion to accept the New Business (item 7.1) by Director Moore, Seconded by Director Cotton. Ayes: Directors Manhart, Cohoon, Cahill, Cody. Noes: None. Absent Director Russ. Passed Unanimously.

7.2 Action to remove Director Moore as signer on HCRCD's Redwood Capital Checking Accounts Redwood Capital Bank and CalTrust Account when his term ends on the last Friday of November 2024 and to add incoming Director Barnwell as signer on HCRCD's Redwood Capital Checking Accounts and CalTrust Account.

Accounts include:

- Redwood Capital Bank General Checking – ending 7366;
- Redwood Capital Bank Project Checking – ending 2745;
- Redwood Capital Bank CalFire 143 – ending 0978
- Redwood Capital Bank CalFire 159 – ending 7866
- Redwood Capital Bank CalFire 161 – ending 7965
- CalTrust Liquidity Fund – ending 9450

Current signers include: Jill Demers, Curtis Ihle, Mark Moore, Christine Manhart, J. Lane Russ

Updated signers to include: Lauri Barnwell, Jill Demers, Curtis Ihle, Christine Manhart, J. Lane Russ

Motion to accept the New Business (item 7.2) by Director Moore, Seconded by Director Cohoon. Ayes: Directors Manhart, Cahill, Cotton, Cody. Noes: None. Absent Director Russ. Passed Unanimously.

7.3 Approve November 2024 Financial Report and Staff Recommendations.

Motion to accept the New Business (item 7.3) by Director Moore, Seconded by Director Cahill. Ayes: Directors Manhart, Cohoon, Cotton, Cody. Noes: None. Absent Director Russ. Passed Unanimously.

8. Old Business: None

9. Informational Items:

9.1 District Director Updates and Announcements – Christine Manhart, HCRCD Chair announced that she along with Jill Demers, HCRCD Executive Director and several HCRCD Employees be attending the California Association of Resource Conservation Districts (CARCD) Annual Conference the second week of December. Due to the CARCD Conference, the next Humboldt County Resource Conservation District's Board of Director's Monthly Meeting on December 12, 2024, will be held at the Humboldt Agricultural Center and via ZOOM.

9.2 District Correspondence:

9.2.1 Incoming

- a) ForestScapes LLC appreciation letter

9.2.2 Outgoing

Humboldt County Resource Conservation District
Board of Director's Monthly Board Meeting Minutes
Humboldt Agricultural Center, 5630 South Broadway, Eureka, CA 95503
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November 14, 2024

- a) Board of Supervisors regarding exploring Humboldt County Flood Control District to Subzone to support the Salt River Ecosystem Restoration Project.
- b) City of Ferndale regarding exploring Humboldt County Flood Control District to Subzone to support the Salt River Ecosystem Restoration Project.
- c) Salt River Watershed Council regarding exploring Humboldt County Flood Control District to Subzone to support the Salt River Ecosystem Restoration Project.

9.3 NRCS Todd Golder (NRCS Eureka Field Office District Conservationist) presented a brief update on new staff and the move into the new building. Also, the Local Working Group meeting is on November 19th, 9:00am – 12:00pm.

9.4 Executive Director Demers gave an update on the new office space in Eureka at NRCS office and the possible availability of office space at the Ag Building. Each Program Manager gave a brief update on the progress of their active projects.

10. Future Agenda Items: None

11. Next Regular Meeting: December 12, 2024

12. Adjourned at 9:47am

HUMBOLDT COUNTY RESOURCE CONSERVATION DISTRICT
BOARD OF DIRECTORS

TO: Board of Directors

FROM: Jill Demers, Executive Director

SUBJECT: Agenda Item 7.2 – Approve the following contractor agreement(s) for the Manual Fuels Reduction Services in the Pecwan Watershed Project and authorize the Executive Director to execute agreements and any subsequent amendments*:

- Contract #143-08 with Coleman Environmental Engineering Inc in the amount of \$300,000.
- Contract #143-09 with Jones Family Tree LLC in the amount of \$300,000.

AGENDA SECTION: CONSENT

RECOMMENDATION

Consistent with HCRCD’s Procurement and Subaward Policy, approve the following contracts and authorize the Executive Director to execute agreements and any subsequent amendments for Manual Fuels Reduction Services in the Pecwan Watershed Project:

- Contract #143-08 with Coleman Environmental Engineering Inc in the amount of \$300,000.
- Contract #143-09 with Jones Family Tree LLC in the amount of \$300,000.

SUMMARY

HCRCD is administering a CAL FIRE Forest Health to support fuels reduction work in the Yurok Salmon Sanctuary, in partnership with the Yurok Tribe and Western Rivers Conservancy. HCRCD recently released a [Request for Qualifications \(“RFQ”\) for the Manual Fuels Reduction in the Pecwan Watershed Project](#) to identify a pool of experienced and qualified contractors (“Pool”) to perform roadside fuel treatment services in the watershed. The RFQ was released on Friday, November 8, 2024 and the contractors’ Statement of Qualifications were due Thursday, November 14, 2024. The HCRCD received Qualifications from 3 contractors. HCRCD’s Procurement and Subaward Policy establishes HCRCD’s requirements for subawards and the procurement of services and materials and supplies. Professional services are often of a technical and professional nature, and, due to the nature of the services to be provided, do not typically lend themselves to “lowest cost” as the primary selection criteria. Selection of the successful contractor may be based on a variety of criteria or considerations to ensure timely and acceptable performance and management of the work and/or environmental and social benefits. In the case of this RFQ, contractors were ranked by HCRCD and partners based on pre-established criteria, including budget, demonstrated experience and competence, and social benefit and employment of local residents. Using these criteria, HCRCD selected all 3 firms for the Pool, and due to availability, weather conditions, and the grant closing date of March 31, 2025, is moving forward contracting with all three firms ASAP.

FISCAL IMPACT

None to general fund; contracts are to be fully funded through CAL FIRE Forest Health Grant (#143).

ATTACHMENTS

- Contract #143-08 with Coleman Environmental Engineering Inc in the amount of \$300,000.
- Contract #143-09 with Jones Family Tree LLC in the amount of \$300,000.

**HUMBOLDT COUNTY RESOURCE CONSERVATION DISTRICT
CONTRACTOR AGREEMENT**

This Agreement is made as of _____ by and between **Coleman Environmental Engineering Inc.**, hereinafter referred to as “CONTRACTOR” and **Humboldt County Resource Conservation District**, hereinafter referred to as “DISTRICT” to provide contractor services for the Manual Fuels Reduction Services in the Pecwan Watershed Project hereinafter referred to as “PROJECT”.

SCOPE OF WORK: DISTRICT is retaining CONTRACTOR to conduct Manual Fuels Reduction Services in the Pecwan Watershed as defined in the Request for Qualifications released by the DISTRICT on November 8, 2024 and hereby incorporated into this agreement as *Exhibit 1*.

NOTICE TO PROCEED: DISTRICT will issue a NOTICE TO PROCEED to the CONTRACTOR authorizing CONTRACTOR to proceed with PROJECT work upon the following:

1. Receiving the insurance certificates and endorsements as required in 3. INDEMNIFICATION AND INSURANCE REQUIREMENTS below.
2. Weather and road conditions allow for mobilization and daily work to proceed.

COMPENSATION: The total value of this Agreement shall not exceed \$300,000. Compensation will be negotiated after a site visit and attached to this agreement as *Exhibit 2*.

TERMINATION DATE: This Agreement terminates on March 31, 2025 or expiration of insurance certificate, whichever comes first.

INVOICING: Invoices for services rendered and any fees due shall be submitted to the DISTRICT at 5630 South Broadway, Eureka, CA 95503 or jill@hcrd.org. CONTRACTOR may submit invoices for payment no more often than once a month and no less often than quarterly. Invoice(s) must include the following additional documentation:

- a. Progress estimate for partial payments covering the work performed during the invoicing period and supported by daily or weekly logs, receipts, or photo documentation as required by the DISTRICT.
- b. Final payment invoice request must be supported by inspection, daily or weekly logs, receipts, or photo documentation as required by the DISTRICT.

PAYMENTS: This Agreement is funded under state funding awards from CAL FIRE or other funding sources as may be determined by DISTRICT. DISTRICT will provide payment to CONTRACTOR within 30 days of receipt of payment from funder.

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

CONTRACTOR:
Coleman Environmental Engineering Inc.
14822 North Newport Hwy
Mead, WA 99021

DISTRICT:
Humboldt County Resource Conservation District
ATTN: Jill Demers, Executive Director
5630 South Broadway
Eureka, CA 95503

For: **Coleman Environmental Engineering Inc.**

For: **Humboldt County Resource Conservation District**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACTOR agrees with the DISTRICT that:

1. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the work of this agreement. CONTRACTOR and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
2. CONTRACTOR waives all claims and recourse against the DISTRICT, including the right to contribution or indemnity for any claims, demands, damages, costs, expenses or liabilities for death or injury to persons or damage to property arising from, growing out of, or in any way connected with or incident to CONTRACTOR'S negligent performance of this contract, except claims arising from the negligence of the DISTRICT, its directors, officers, agents, or employees. CONTRACTOR shall indemnify and hold DISTRICT, its directors, officers, agents, and employees harmless from and against any and all claims, demands, damages, costs expenses, or liabilities from third parties arising from, growing out of, or in any way connected with or incident to CONTRACTOR'S negligent performance of this contract, except claims arising from the negligence of the DISTRICT, its directors, officers, agents, or employees.
3. INDEMNIFICATION:
 - A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify HCRCDC, the Yurok Tribe, and their agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's performance of, or failure to comply with, any of the duties and/or obligations contained herein, including the performance or nonperformance of any of CONTRACTOR's agents, officers, directors, employees, assignees, or subcontractors.
 - B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

INSURANCE REQUIREMENTS:

This Agreement shall not be executed by HCRCDC, and CONTRACTOR shall not be entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the HCRCDC.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, all of the activities of CONTRACTOR and its agents, officers, directors, employees, assignees or subcontractors:
 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general

- aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that HCRCDD, the Yurok Tribe, and their agents, officers, officials, employees, and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to HCRCDD, Partners, or their agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to HCRCDD and the Yurok Tribe.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to HCRCDD in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until HCRCDD receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to HCRCDD and the Yurok Tribe, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to HCRCDD, the Yurok Tribe, or their agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish HCRCDD with certificates and original endorsements affecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the HCRCDD. Any deductible or self-insured retention over Fifty Thousand Dollars (\$50,000.00) shall be disclosed to, and approved by, HCRCDD. If CONTRACTOR does not keep all required policies in full force and effect, HCRCDD may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. HCRCDD is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required thereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

HCRCDC: Humboldt County Resource Conservation District
Attention: Jill Demers, Executive Director
5630 S Broadway St.
Eureka, CA 95503

Contractor: Coleman Environmental Engineering Inc.
Attention: Brett Huet, Vegetation Management Division Manager
14822 North Newport Hwy
Mead, WA 99021

4. Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the DISTRICT.
5. Permits required by governmental authorities will be obtained by the CONTRACTOR and at the CONTRACTOR's expense, and CONTRACTOR will comply with local, state and federal regulations and statutes including the Cal/OSHA requirements.
6. CONTRACTOR warrants that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".
7. CONTRACTOR warrants that during the performance of this Agreement it shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because or any reason covered under law nor unlawfully deny family-care leave, medical care leave, or pregnancy-disability leave. CONTRACTOR further warrants that it will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations thereunder (California Code of regulations, title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing California Code of Regulations 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. Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
8. CONTRACTOR asserts that they are in compliance with California's Drug Free Workplace Act of 1990 and that they will provide a drug-free workplace by doing all of the following:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition; and
 - b. Establishing a drug-free awareness program to inform employees about all of the following: a) The dangers of drug abuse in the workplace, b) the CONTRACTOR's policy of maintaining a drug-free workplace, c) any available drug counseling, rehabilitation and employee assistance programs, and d) the penalties that may be imposed upon employees for drug abuse violations; and
 - c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) of the act and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.
9. CONTRACTOR shall maintain acceptable management systems of financial accounts, documents, and records relating to this Agreement during the term of this Agreement. Such systems shall provide accurate, current and complete disclosure of the financial activity under this Agreement. CONTRACTOR shall retain these records for a minimum of three (3) years following the date of final disbursement by the DISTRICT under this Agreement, regardless of the termination date.
10. CONTRACTOR agrees to allow auditor(s) from the DISTRICT, US Department of Agriculture, State of California, or their designated representative the right to review and to copy any records and

supporting documentation pertaining to the performance of this agreement. CONTRACTOR agrees to allow access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. CONTRACTOR agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.

**HUMBOLDT COUNTY RESOURCE CONSERVATION DISTRICT
CONTRACTOR AGREEMENT**

This Agreement is made as of _____ by and between **Jones Family Tree Service LLC**, hereinafter referred to as “CONTRACTOR” and **Humboldt County Resource Conservation District**, hereinafter referred to as “DISTRICT” to provide contractor services for the Manual Fuels Reduction Services in the Pecwan Watershed Project hereinafter referred to as “PROJECT”.

SCOPE OF WORK: DISTRICT is retaining CONTRACTOR to conduct Manual Fuels Reduction Services in the Pecwan Watershed as defined in the Request for Qualifications released by the DISTRICT on November 8, 2024 and hereby incorporated into this agreement as *Exhibit 1*.

NOTICE TO PROCEED: DISTRICT will issue a NOTICE TO PROCEED to the CONTRACTOR authorizing CONTRACTOR to proceed with PROJECT work upon the following:

1. Receiving the insurance certificates and endorsements as required in 3. INDEMNIFICATION AND INSURANCE REQUIREMENTS below.
2. Weather and road conditions allow for mobilization and daily work to proceed.

COMPENSATION: The total value of this Agreement shall not exceed \$300,000. Compensation will be as outlined in *Exhibit 2*.

TERMINATION DATE: This Agreement terminates on March 31, 2025 or expiration of insurance certificate, whichever comes first.

INVOICING: Invoices for services rendered and any fees due shall be submitted to the DISTRICT at 5630 South Broadway, Eureka, CA 95503 or jill@hcrd.org. CONTRACTOR may submit invoices for payment no more often than once a month and no less often than quarterly. Invoice(s) must include the following additional documentation:

- a. Progress estimate for partial payments covering the work performed during the invoicing period and supported by daily or weekly logs, receipts, or photo documentation as required by the DISTRICT.
- b. Final payment invoice request must be supported by inspection, daily or weekly logs, receipts, or photo documentation as required by the DISTRICT.

PAYMENTS: This Agreement is funded under state funding awards from CAL FIRE or other funding sources as may be determined by DISTRICT. DISTRICT will provide payment to CONTRACTOR within 30 days of receipt of payment from funder.

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

CONTRACTOR:
Jones Family Tree Service LLC
ATTN: Florentina Marie Jones
348 S Suzy Q Rd
Salyer CA 95563

DISTRICT:
Humboldt County Resource Conservation District
ATTN: Jill Demers, Executive Director
5630 South Broadway
Eureka, CA 95503

For: **Jones Family Tree Service LLC**

For: **Humboldt County Resource Conservation District**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACTOR agrees with the DISTRICT that:

1. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the work of this agreement. CONTRACTOR and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
2. CONTRACTOR waives all claims and recourse against the DISTRICT, including the right to contribution or indemnity for any claims, demands, damages, costs, expenses or liabilities for death or injury to persons or damage to property arising from, growing out of, or in any way connected with or incident to CONTRACTOR'S negligent performance of this contract, except claims arising from the negligence of the DISTRICT, its directors, officers, agents, or employees. CONTRACTOR shall indemnify and hold DISTRICT, its directors, officers, agents, and employees harmless from and against any and all claims, demands, damages, costs expenses, or liabilities from third parties arising from, growing out of, or in any way connected with or incident to CONTRACTOR'S negligent performance of this contract, except claims arising from the negligence of the DISTRICT, its directors, officers, agents, or employees.

3. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify HCRCDC, the Yurok Tribe, and their agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's performance of, or failure to comply with, any of the duties and/or obligations contained herein, including the performance or nonperformance of any of CONTRACTOR's agents, officers, directors, employees, assignees, or subcontractors.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

INSURANCE REQUIREMENTS:

This Agreement shall not be executed by HCRCDC, and CONTRACTOR shall not be entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the HCRCDC.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, all of the activities of CONTRACTOR and its agents, officers, directors, employees, assignees or subcontractors:
 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident,

including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that HCRCDD, the Yurok Tribe, and their agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to HCRCDD, Partners, or their agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to HCRCDD and the Yurok Tribe.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to HCRCDD in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until HCRCDD receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to HCRCDD and the Yurok Tribe, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to HCRCDD, the Yurok Tribe, or their agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish HCRCDD with certificates and original endorsements affecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the HCRCDD. Any deductible or self-insured retention over Fifty Thousand Dollars (\$50,000.00) shall be disclosed to, and approved by, HCRCDD. If CONTRACTOR does not keep all required policies in full force and effect, HCRCDD may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. HCRCDD is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required thereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

HCRCDC: Humboldt County Resource Conservation District
Attention: Jill Demers, Executive Director
5630 S Broadway St.
Eureka, CA 95503

Contractor: Jones Family Tree Service LLC
ATTN: Florentina Marie Jones
348 S Suzy Q Rd
Salyer, CA 95563

4. Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the DISTRICT.
5. Permits required by governmental authorities will be obtained by the CONTRACTOR and at the CONTRACTOR's expense, and CONTRACTOR will comply with local, state and federal regulations and statutes including the Cal/OSHA requirements.
6. CONTRACTOR warrants that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".
7. CONTRACTOR warrants that during the performance of this Agreement it shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because or any reason covered under law nor unlawfully deny family-care leave, medical care leave, or pregnancy-disability leave. CONTRACTOR further warrants that it will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations thereunder (California Code of regulations, title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing California Code of Regulations 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. Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
8. CONTRACTOR asserts that they are in compliance with California's Drug Free Workplace Act of 1990 and that they will provide a drug-free workplace by doing all of the following:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition; and
 - b. Establishing a drug-free awareness program to inform employees about all of the following: a) The dangers of drug abuse in the workplace, b) the CONTRACTOR's policy of maintaining a drug-free workplace, c) any available drug counseling, rehabilitation and employee assistance programs, and d) the penalties that may be imposed upon employees for drug abuse violations; and
 - c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) of the act and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.
9. CONTRACTOR shall maintain acceptable management systems of financial accounts, documents, and records relating to this Agreement during the term of this Agreement. Such systems shall provide accurate, current and complete disclosure of the financial activity under this Agreement. CONTRACTOR shall retain these records for a minimum of three (3) years following the date of final disbursement by the DISTRICT under this Agreement, regardless of the termination date.
10. CONTRACTOR agrees to allow auditor(s) from the DISTRICT, US Department of Agriculture, State of California, or their designated representative the right to review and to copy any records and

supporting documentation pertaining to the performance of this agreement. CONTRACTOR agrees to allow access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. CONTRACTOR agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.

HUMBOLDT COUNTY RESOURCE CONSERVATION DISTRICT
BOARD OF DIRECTORS

TO: Board of Directors

FROM: Jill Demers, Executive Director

SUBJECT: Agenda Item 7.3 – Designate Director Lauri Barnwell as Board Secretary/ Treasurer*

AGENDA SECTION: CONSENT

RECOMMENDATION

Designate Director Lauri Barnwell as Board Secretary/ Treasurer

SUMMARY

Director Mark Moore “retired” at the end of his term, ending the last Friday in November. Director Moore served as the Secretary/Treasurer of the HCRCO Board of Directors and recruited Director Barnwell to apply for his open board seat and to serve as the Secretary / Treasurer. Director Barnwell is willing to do so and previously served as an HCRCO employee, making her uniquely qualified to serve in this role.

FISCAL IMPACT

n/a

ATTACHMENTS

n/a