

**AGREEMENT BETWEEN THE PLACER COUNTY RESOURCE CONSERVATION DISTRICT
AND
SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT**

CONTRACT NO: PSC24-15
GRANT NAME: CDFA Healthy Soils Program Block Grant
GRANT NUMBER: 23-0655-000-SO

This Agreement is entered into on December 22nd, 2023, between the Placer County Resource Conservation District, a legal subdivision of the state of California (hereinafter “District”) and Sloughhouse Resource Conservation District (hereinafter “Contractor”, collectively “Parties”).

Whereas, pursuant to California Public Resources Code section 9409, the District may make improvements or conduct operations on public and private lands in furtherance of the prevention or control of soil erosion, water conservation and distribution, agricultural enhancement, wildlife enhancement, and erosion stabilization, included but not limited to, terraces, ditches, levees, and dams, and the planting of trees, shrubs, grasses, or other vegetation; and

Whereas, pursuant to California Public Resources Code sections 9404 and 9408, the District may execute all necessary contracts; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing administrative support for the Central Sierra Healthy Soils Program Block Grant.

Therefore, it is agreed by the parties to this Agreement as follows:

1. Services

In consideration of the payments set forth in this Agreement and in Exhibit C, Contractor shall perform services for District in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

District’s total fiscal obligation under this Agreement shall not exceed **\$5,520.00**.

In consideration of the services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, District shall make payment to Contractor based on the rates and in the manner specified in Exhibit C. District reserves the right to withhold payment if District determines the quantity or quality of the work performed is unacceptable. In the event District makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by District at the time of termination or expiration of this Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from December 22nd, 2023 to July 31st, 2024.

4. Exhibits; Merger Clause; Amendments

This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this agreement without cause by providing 30 days advance written notice to District. The Agreement will terminate at the completion of the 30-day period. District will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. District may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or District funds by providing written notice to Contractor as soon as reasonably possible after District learns of unavailability of outside funding.

6. Independent Contractor Status

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of District and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of District employees.

Contractor and District agree that:

- (a) Contractor is free from the control and direction of District in connection with the performance of the services rendered pursuant to this Agreement;
- (b) Contractor is providing services directly to District;
- (c) Contractor has and will maintain at all relevant times a business license;
- (d) Contractor maintains a business location that is separate from District;
- (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder;
- (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from District;

- (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services;
- (h) Contractor provides its own tools, vehicles, and equipment to perform the services;
- (i) Contractor has negotiated its own rates;
- (j) Consistent with the nature of the work, Contractor sets its own hours and location of work; and
- (k) Contractor has the sole right to control the manner and means of accomplishing the result desired under this Agreement and exercises its own discretion and independent judgement.

7. Contractor Not Agent

Except as District may specify in writing Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind District to any obligation whatsoever.

8. Hold Harmless & Indemnification

Contractor hereby agrees to protect, defend, indemnify, and hold the District free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. As used in this section, the term District means the Placer County Resource Conservation District or its employees, officers, agents, and volunteers. The Parties shall provide one another with written notice within thirty (30) working days of the date when they are made aware of the occurrence of any such claim. This section shall survive expiration or termination of this Agreement.

District hereby agrees to protect, defend, indemnify, and hold the Contractor free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Contractor arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Contractor) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. District agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of District. District also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. As used in this section, the term Contractor means the Amador County Resource Conservation District or its employees, officers, agents, and volunteers. The Parties shall provide one another with written notice within thirty (30) working days of the date when they are made aware of the occurrence of any such claim. This section shall survive expiration or termination of this Agreement.

It is the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, assigns, contractors, and volunteers.

9. Assignability and Subcontracting

Contractor will perform the work personally or through Contractor's employees. Unless provided in Exhibit C, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of District. Any such assignment or subcontract without District's prior written consent shall give District the right to automatically and immediately terminate this Agreement without advance notice or penalty.

10. Insurance

Contractor shall file with District concurrently herewith a Certificate of Insurance, in companies acceptable to District, with a Best's Rating of no less than A- VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the District of Placer."

Waiver of Subrogation: The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the District, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with District upon demand.

B. General Liability Insurance

- (i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- a. Contractual liability insuring the obligations assumed by Contractor in this Agreement.
- (ii) One of the following forms is required:
 - a. Comprehensive General Liability;
 - b. Commercial General Liability (Occurrence); or
 - c. Commercial General Liability (Claims Made).
- (iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a. One million dollars (\$1,000,000) each occurrence
 - b. Two million dollars (\$2,000,000) aggregate
- (iv) If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:
 - a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - b. One million dollars (\$1,000,000) for Products-Completed Operations
 - c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

(v) Special Claims Made Policy Form Provisions:
Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of District, which consent, if given, shall be subject to the following conditions:

- a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate
- b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by District as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- (i) “The Placer County Resource Conservation District, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”
- (ii) “The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the Placer County Resource Conservation District with respect to any insurance or self- insurance programs maintained by the Placer County Resource Conservation District and no insurance held or owned by the Placer County Resource Conservation District shall be called upon to contribute to a loss.”
- (iii) “This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Placer County Resource Conservation District.”

E. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Additional Insurance Requirements

- (i) Premium Payments: The insurance companies shall have no recourse against the District and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor’s insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.
- (iii) Contractor’s Obligations: Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- (iv) Verification of Coverage: Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(v) Material Breach: Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

11. Compliance with Laws; Nondiscrimination

A. Compliance with Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or District financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Contractor shall report to District the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. District Policies. Contractor shall comply with applicable District policies in effect at the time of execution of this Agreement and as they may be updated.

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

12. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of District and shall be promptly delivered to District. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

13. Records; Right to Monitor and Audit

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. District and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. District and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and

performance goals. District will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination. District will follow-up and ensure that the Contractor takes timely and appropriate action on all deficiencies.

14. General Health Measures and Conduct

Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on District premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to District personnel and the public) to contagious and infectious diseases. Should the District or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on District premises, the Contractor shall immediately take measures to minimize or prevent exposure to District employees and/or the public consistent with government guidance and best practices. Such removal shall not be considered a basis for employee's claim for compensation or damages against the District, or any of its officers or agents. The employee shall not return to work on District premises until Contractor determines that the situation is resolved.

15. Governing Law; Jurisdiction; Venue

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

16. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of District, to:

Name, Title: Sarah Jones, Executive Director
Address: 11641 Blocker Drive, Suite 120, Auburn, CA 95603
Telephone: 530-390-6680
Email: sarah@placerrcd.org

In the case of Contractor, to:

Name, Title: Herb Garms, Board Chair
Address: 8698 Elk Grove Blvd. Ste. 1-207, Elk Grove CA 95624
Telephone: (916) 526-5447
Email: brittany-friedman@carcd.org

17. Conflicts of Interest

Contractor certifies that it has no current business or financial relationship with any District employee or official, or other District contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the District.

18. Licenses, Permits

Contractor represents and warrants to District that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to District that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for District and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

19. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict District from acquiring similar, equal, or like goods or services from other sources.

20. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such

agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**SLOUGHHOUSE RESOURCE
CONSERVATION DISTRICT
("CONTRACTOR")***

**PLACER COUNTY RESOURCE
CONSERVATION DISTRICT ("DISTRICT")**

Signature

Print Name

Chair of the Board, President, or
 Vice President

Date: _____

Sarah Jones, Executive Director

Date: _____

Signature

Print Name

Secretary, Asst. Secretary,
 Chief Financial Officer, or Asst. Treasurer

Date: _____

Approved as to Form
Counsel for Placer County Resource
Conservation District

Date: _____

EXHIBITS:

Exhibit A: Scope of Services

Exhibit B: Service Area

Exhibit C: Payment Terms

Exhibit D: Policy Against Workplace Discrimination, Harassment, and Retaliation

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

EXHIBIT A SCOPE OF WORK

Project Overview: The Healthy Soils Block Grant Pilot Program is a part of the Healthy Soils Program (HSP), which stems from the California Healthy Soils Initiative, a collaboration of state agencies and departments that promotes the development of healthy soils on California's farmlands and ranchlands. The objectives of the HSP are to increase statewide implementation of conservation management practices that improve soil health, sequester carbon and reduce atmospheric greenhouse gases (GHGs) by (1) providing financial incentives to California growers and ranchers to implement agricultural management practices that sequester carbon, reduce atmospheric GHGs and improve soil health, (2) funding on-farm demonstration projects that conduct research and/or showcase conservation management practices that mitigate GHG emissions and improve soil health, and (3) creating a platform promoting widespread adoption of conservation management practices throughout the state.

The Healthy Soils Block Grant Pilot Program addresses objective 1, while objectives 2 and 3 are addressed in the Healthy Soils Demonstration Program. The Block Grant Pilot Program is designed to facilitate financial assistance to California agricultural operations through regional block grant recipients who administer the funds and technical assistance. The Block Grant Recipients (BGR) will select projects and disburse funds to California farmers and ranchers as Grant Beneficiaries.

CDFA has awarded the Placer RCD \$4,000,000 for the Healthy Soils Block Grant Pilot Program. With this funding, the district with the support of the parting Resource Conservation Districts will establish the Central Sierra Healthy Soils Program. This program aims to offer cost-share grants to agricultural producers for implementing soil health practices within the service area. The service area encompasses eight counties: Alpine, Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, and Tuolumne. The purpose of this project is to alleviate financial constraints on producers and enhance climate resiliency through conservation management practices. As part of the project, the Contractor will play a key role in providing administrative assistance listed below.

Deliverables:

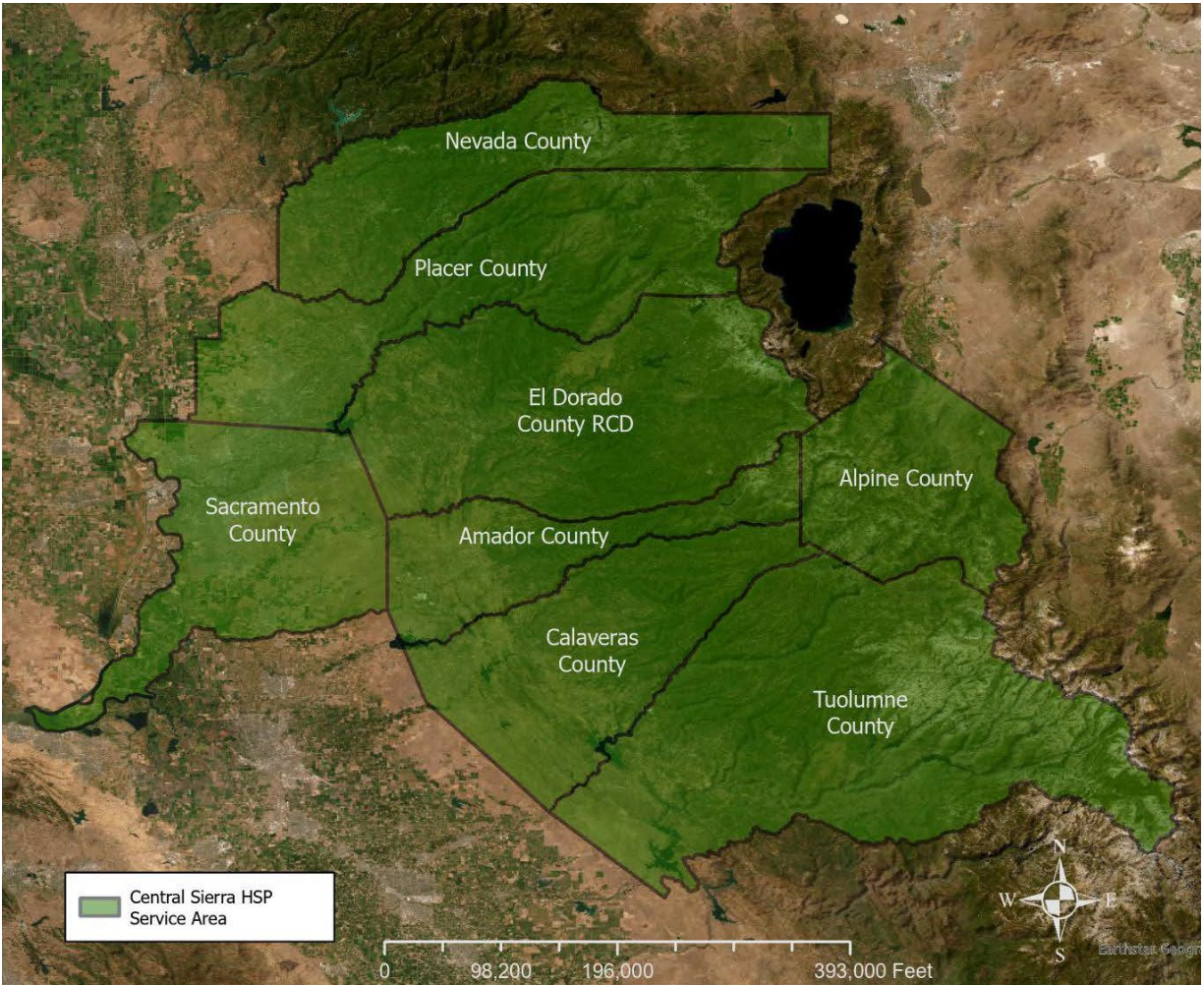
I. Administrative work:

a) Outreach (Fall 2023 – Summer 2024)

- Attending Outreach meetings to identify influential leaders and organizations, discuss implementation strategy, and allocate tasks.
- Circulating information through outreach events and channels such as social media, Craigslist, radio, events, and print media.
- Participate in Workshops and or meetings that aim to educate producers about the Central Sierra HSP Block Grant
- Participate in outreach events to local, regional agricultural agencies, chapters, and associations.

Amendments: Any amendments to this Scope of Work must be agreed upon in writing by both parties.

**EXHIBIT B
SERVICE AREA**



**EXHIBIT C
PAYMENT TERMS**

- I. **Schedule:** At minimum, invoices MUST be submitted to Placer RCD on a monthly basis according to the schedule below. Placer RCD must be notified for approval of any deviation from the schedule listed below. Invoices shall not span fiscal quarters or fiscal years. (Placer RCD fiscal year is July 1 – June 30.)

| Work Completed | Invoice Due |
|--|-------------|
| January 1 st – January 31 st | Feb 15 |
| February 1 st – February 29 th | March 15 |
| March 1 st – March 31 th | April 15 |
| April 1 st – April 30 st | May 15 |
| May 1 st – May 31 th | June 15 |
| June 1 st – June 30 st | July 15 |
| July 1 st – July 31 th | August 15 |

- II. **Format:** CONTRACTOR shall submit to RCD an invoice package containing the following:

- A. An invoice cover sheet containing:
- Vendor Company Name and Address
 - Billed to Placer Resource Conservation District
 - Invoice Date
 - Invoice Number
 - The contract number: (noted on Page 1 of this document)
 - The grant name and number: (noted on Page 1 of this document)
 - Dates that work was completed with the month that is being invoiced
 - Administration and Technical assistance costs must be invoiced separately; please use the deliverables listed in Exhibit A to determine if a cost is billed under Administration or Technical Assistance
 - Time & Activity Report

- III. **Timekeeping Requirement (Administrative and Technical Assistance)** Time and Activity reports are required to support salary, wage, and fringe benefit expenditures charged to grants. Each report must account for the activity(ies) for which each hourly and salaried employee is compensated, as well as the hours worked on a particular project. A description of activities must be included, and the description must include enough detail to determine whether the activity is project related. Costs not adequately documented are unallowable and will not be reimbursed.

- A Time & Activity report will be submitted with invoices and follow the invoicing schedule above.

- IV. **Budget** Below is a breakdown of expected costs to complete the deliverables as described in Exhibit A within the service area displayed in Exhibit B. Any rate changes must be discussed and approved by Placer RCD.

| Program Deliverable | Estimated Hours | Rate/hr | Total |
|---------------------|-----------------|----------|--------------------|
| Outreach | 69 | \$ 80.00 | \$ 5,520.00 |
| Total | | | \$ 5,520.00 |

- V. **Executive Order N-6-22 – Russia Sanctions** On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 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. By submitting a bid, proposal, or application, Bidder/Applicant represents that it is not a target of Economic Sanctions. Should the State determine Bidder/Applicant is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Bidder’s/Applicant’s bid/proposal/application any time prior to contract/agreement execution, or, if determined after contract/agreement execution, shall be grounds for termination by the State.
- VI. **Submittal:** Invoices shall be submitted to:
- a. Donna Thomassen – donna@placerrcd.org
 - b. Kate Espinola – kate@placerrcd.org
 - c. Brian Pimentel – brian@placerrcd.org

EXHIBIT D

Policy Against Workplace Discrimination, Harassment, and Retaliation

1.0 PURPOSE

The purpose of this Policy is to establish the Placer County Resource Conservation District's (Placer RCD, District) commitment to:

- a. Provide a work environment free from illegal discrimination, harassment, or retaliation for reporting or participating in the complaint and investigation process described in this Policy;
- b. Define conduct that violates this Policy; and
- c. Describe the procedure for investigating alleged violations and resolving substantiated violations of the Policy.

Because of the tremendous importance of maintaining a workplace free from any form of discrimination, harassment or retaliation as defined in this Policy, supervisors and managers must review this Policy with employees on an annual basis, typically but not necessarily at the time of employee's performance evaluation.

All jobs with the District are important to the members of our community. It is critical that all employees treat all other employees and members of the public with dignity and respect. Because of the unique circumstances present in many District jobs, it is the responsibility of each and every employee, supervisor, manager and elected or appointed official to make all reasonable efforts to prevent inappropriate behavior from occurring in the workplace. The District will take all reasonable steps to prevent discrimination, harassment, and retaliation as defined in this policy. The District strongly encourages all individuals to use the Complaint Procedure described in this Policy to report perceived violations of this Policy.

This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, reinstatement, transfer, leave of absence, compensation, and training. The Policy also prohibits retaliation against an employee for participating in or accessing rights under any pertinent local, State, and/or Federal law or legally mandated program that includes a non-retaliation clause.

2.0 POLICY

The Placer RCD will not tolerate discrimination, harassment, or retaliation, as defined in this Policy, of an employee, job applicant, unpaid intern, volunteer, or member of the public, by an employee, supervisor, manager, elected or appointed official, or contractor.

Employees, supervisors, or managers found to have violated this Policy, may be subject to disciplinary action up to and including termination from employment. Any official, unpaid intern, volunteer, or person providing services to the District pursuant to a contract and who is found to have violated this Policy will be subject to appropriate sanctions.

3.0 RESPONSIBILITIES

a. **ELECTED OR APPOINTED OFFICIALS**

It is the responsibility of elected or appointed officials to conduct themselves in a manner that fully conforms to this Policy.

b. **MANAGEMENT**

It is the responsibility of management to enforce this Policy, provide for training for all employees, and to ensure that any violation of this Policy is resolved fairly, quickly, and impartially. It is also the responsibility of all managers to conduct themselves in a manner that fully conforms to this Policy.

c. **SUPERVISORS**

It is the responsibility of all supervisors and managers to enforce this Policy, to annually review this Policy with each of their staff to ensure full understanding of this Policy and to regularly monitor the workplace to ensure compliance with this Policy. It is also the responsibility of all supervisors and managers to report perceived violations of this Policy to management immediately. It is also the responsibility of all supervisors to conduct themselves in a manner that fully conforms to this Policy.

d. **EMPLOYEES**

It is the responsibility of all employees to know and to conduct themselves in a manner that fully conforms to this Policy. Every employee must treat the public, other employees and contractors with dignity and respect. It is the responsibility of each employee to respond fully and truthfully to all questions posed during an investigation into alleged conduct prohibited by this Policy. It is the responsibility of each employee to maintain the confidentiality of investigations conducted

pursuant to this Policy by not disclosing the substance of any investigatory interview except as provided in this Policy.

e. **PERSONS PROVIDING SERVICES PURSUANT TO CONTRACT**

It is the responsibility of each and every person providing services pursuant to a contract with the District (contractor) to know and conduct themselves in a manner that fully conforms to this Policy. It is imperative that every contractor treat each and every employee, member of the public and contractors, with dignity and respect. It is the responsibility of each contractor to respond fully and truthfully to all questions posed during an investigation into alleged conduct prohibited by this Policy. It is the responsibility of each contractor to maintain the confidentiality of investigations conducted pursuant to this Policy by not disclosing the substance of any investigatory interview, including the questions asked and the answers given.

4.0 DEFINITIONS

For purposes of this Policy, “discrimination”, “harassment”, and “retaliation” are defined below.

a. DISCRIMINATION PROHIBITED

When an employee, job applicant, volunteer, or contractor is appointed, demoted, removed or in any way favored or disfavored because of race, ancestry, religion or religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, national origin, marital status, medical condition, disability, military and veteran status, pregnancy, childbirth and related medical conditions, or any other classification protected by Federal, State or local laws including the Civil Service Enabling Ordinance, unless there is a legitimate basis for doing so under Federal, State or local law, such as a bona fide occupational qualification.

b. HARASSMENT

Any conduct as defined below based on race, ancestry, religion or religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, national origin, marital status, medical condition, disability, military and veteran status, pregnancy, childbirth and related medical conditions, denial of family and medical care leave, or any other classification protected by Federal, State or local law or ordinance. Harassment may be verbal, physical, or visual and will be evaluated by whether or not a reasonable person would have considered the conduct to be harassing.

- i. Verbal or Written Harassment - Epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments on the basis of any characteristic described above. Verbal harassment includes, but is not limited to, inappropriate comments on appearance, including dress or physical features, sexual rumors, code words, and derogatory stories. It may include written communications including e-mail, text message, and social media.
- ii. Physical Harassment - Impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement when directed at an individual on the basis of any characteristic described above. Physical harassment includes but is not limited to pinching, patting, grabbing, inappropriate gestures, or making explicit or implied threats or promises for submission to physical acts.
- iii. Visual Forms of Harassment - Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, notes, bulletins, drawings, images or pictures on the basis of any characteristic described above. Visual harassment includes but is not limited to both posted material and material maintained in or on District equipment or personal property in the workplace.

c. RETALIATION FOR PROTECTED ACTIVITY

Negative treatment of a person because they have initiated or pursued a complaint under this Policy; filed a complaint addressing conduct prohibited by this Policy with any outside entity; or provided information, or assisted in any way in an investigation of conduct prohibited by this Policy as the person making the complaint and includes the person against whom the complaint is made, a witness or the investigator (collectively referred to as “protected activity”). Negative treatment includes, but is not limited to, unprofessional treatment, such as spreading rumors, refusing to perform work duties, interfering with a person’s ability to perform work duties, and other disrespectful, rude, or inappropriate conduct related to an individual’s protected activity. Protected activity does not include providing intentionally false information with respect to Policy complaints and investigations or refusing to cooperate in an investigation or redressing a complaint of discrimination, harassment and/or retaliation.

5.0 COMPLAINT PROCEDURE

a. CONFRONTATION

Individuals are encouraged but not required to communicate concerns to the offending party before initiating this Complaint Procedure. Persons may, at any time, bring a complaint directly to any management employee, regardless of whether that employee is in the complaining party’s chain of command, to the Executive Assistant, the Executive Director or designee, Board Chair and/or to the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission.

b. RESPONSIBILITY OF MANAGER/SUPERVISOR TO REPORT

Any supervisor, manager who observes or becomes aware of conduct that may violate this Policy must notify the Executive Director or designee immediately.

c. FILING OF A COMPLAINT

Any employee or contractor, who believes someone has violated this Policy should immediately, and preferably no later than 30 calendar days of the alleged incident, contact one of the following:

- i. Supervisor or manager
- ii. The Executive Assistant
- iii. The Executive Director or their designee
- iv. Board Chair

If someone other than the Executive Director is contacted, the Executive Director should be notified as soon as possible. The Executive Director will provide a Complaint Form to the complainant. This form should be completed, signed, and returned within five (5) calendar days after issuance. In the alternative, the Executive Director will process an oral complaint.

Complaints alleging a violation of this Policy will be followed by a fair, complete, and timely investigation. Upon receipt of a complaint, the Executive Director will review the complaint to

determine if it alleges conduct that would violate this Policy. If so, they will contact the alleged violator(s) to inform him/her that a complaint has been received. The Executive Director will promptly initiate an investigation of the complaint or determine that the complaint does not properly come within the Policy. If for any reason the Executive Director or designee determines that immediate action should be taken to separate the involved parties, they will immediately take the appropriate action to do so.

The appointing authority is authorized to immediately take all appropriate actions in this circumstance, including but not limited to, transfer of an employee to another work location or placing an employee on administrative leave.

d. INVESTIGATION, REPORT AND FINDINGS

The Executive Director may investigate the formal complaint or contract with an outside consultant to investigate after consultation with County Counsel. To ensure that the investigation is impartial, prompt, thorough, and is reasonable in depth, the Executive Director will determine the scope of the investigation based, in part, on the recommendations made by the investigator and the allegations made by the complainant. The Executive Director may provide the investigator with investigation or reporting guidelines. The investigation may include interviews with the complainant, the alleged violator(s), and any other persons determined to have relevant knowledge concerning the complaint. Any individual who refuses to fully cooperate in an investigation under this Policy may be subject to discipline, up to and including termination of employment.

Information gathered through the investigation will be reviewed to determine whether there were any violations of this Policy, or any other District policy or procedure.

The Executive Director will provide notification of the investigation to the complainant and the alleged violator(s) when complete, and where appropriate, their manager or supervisor(s) will be notified. While every effort will be made to complete the investigation within thirty (30) working days from commencement, the Executive Director may extend the time requirement set forth in this procedure when they determine it is in the best interest of fairness and justice to the parties involved. The Executive Director may also meet with the affected parties to facilitate the return of a professional working environment to the workplace.

6.0 REMEDIAL OR DISCIPLINARY ACTION

If the Executive Director determines violations of this Policy have occurred, they will consult with legal Counsel and will recommend to the appointing authority and the prompt and effective remedial action to be taken against the violator(s). The District may also take disciplinary action against any manager or supervisor who condones or ignores potential violations of this Policy or who otherwise fails to take appropriate action to enforce this Policy. Any disciplinary action will be commensurate with the severity of the offense, up to and including termination from employment. If discipline is imposed, the nature and extent of the discipline will not be divulged to the complainant. Any official, contractor or volunteer found to be responsible for violating this Policy will be subject to appropriate sanctions.

7.0 CONFIDENTIALITY

Any complaint filed pursuant to this Policy and any investigation of such complaint, will be kept confidential to the fullest extent possible in accordance with applicable Federal, State and local law.

- a. The District recognizes that confidentiality is important to all parties involved in an investigation initiated under this Policy. Complete confidentiality may not be possible, however, due to the need to fully investigate and take effective remedial action.
- b. An individual who is interviewed during the course of an investigation may be prohibited from discussing the substance of the investigation with anyone other than their legal representative. Any individual who discusses the content of an investigatory interview after being directed to maintain confidentiality may be subject to discipline, up to and including termination.
- c. The Executive Director is the authorized custodian of record for all written investigation materials. Prior to the Executive Director's determination as to whether the Policy has been violated, only the Executive Assistant or the Executive Director's designee may release any written investigation materials, and then only to those involved in the investigation, determination of Policy violation, or other activities under this Policy. After determination as to whether the Policy has been violated, the District will not disclose a completed investigation report, except as it deems necessary to support a disciplinary action; to the supervisor or manager of the complainant, alleged violator, or investigative witness, for the purpose of taking any remedial action; to defend its position in adversarial legal proceedings; or to comply with a court order. The Executive Director will retain investigation reports, including all written and recorded investigation materials in a confidential manner for or as long as the subject of the investigation is employed by the District and for 5 years following the subject of the investigation's separation from District employment.

8.0 LIMITATIONS

The use of this procedure is limited to complaints related to discrimination, or harassment in the workplace on the basis of race, ancestry, religion or religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, national origin, marital status, medical condition, disability, military and veteran status, pregnancy, childbirth and related medical conditions, denial of family and medical care leave, or any other classification protected by Federal, State or local law or ordinance.

9.0 DISTRIBUTION

This policy will be disseminated to all employees, unpaid interns, volunteers, supervisors, managers, elected or appointed officials, and contractors of the Placer RCD. Any questions concerns or comments related to this Policy should be directed to the Executive Director or their designee.

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING EQUAL EMPLOYMENT OPPORTUNITY COMMISSION COMPLAINT PROCESS

An individual may also file a complaint with the agencies listed below:

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

2218 Kausen Drive, Suite 100 Elk Grove, California 95758

The Department of Fair Employment and Housing does not accept complaints filed for investigation by mail. To file a complaint please call one of the toll-free numbers below or file on-line at www.dfeh.ca.gov.

Employment/Public Accommodations:

1-800-884-1684 TTY: 1-800-700-2320 (Within California)

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

350 The Embarcadero, Suite 500 San Francisco, California 94105-1260

EEOC's customer service representatives are available to assist in many languages between 8:00 a.m. and 8:00 p.m. Eastern Time. An automated system with answers to frequently asked questions is available on a 24-hour basis. You can reach EEOC:

By phone: 1-800-669-4000

If you have a TTY device for hearing impaired: TTY number is 1-800-669-6820