



G L E N N C O U N T Y

RESOURCE CONSERVATION DISTRICT

BOARD OF DIRECTORS

Gilbert Goedhart, President + Brian Lohse, Vice President + Jocelyn Anderson, Treasurer
Mike Landini + Jay Overholtzer + Bruce Roundy + John Whitney

ASSOCIATE- DIRECTORS

Kathy Landini

STAFF

Kandi Manhart-Belding, Executive Officer
Ritta Martin, Finance Officer
Kellie Wilson-Burt, Program Specialist
Samantha Loprieto, Conservation Planner

Shane Rakestraw, Wildfire & Forestry Project Coordinator
Greg Conant, Forest Health Program Specialist
Sam Perkins, Northern Sac-Valley Coalition Coordinator

MEETING NOTICE & AGENDA

Date: Monday, August 17, 2026
Time: 1:00 PM to 3:00 PM
Location: USDA Willows Service Center / Glenn County RCD
132 N. Enright Avenue, Suite C
Willows, CA 95988

1:00	I. CALL TO ORDER	Goedhart
1:00	II. PLEDGE OF ALLEGIANCE	Goedhart
1:00	III. WELCOME, INTRODUCTIONS & OFFICIAL ROLL CALL	Goedhart
1:05	IV. PUBLIC COMMENT (limit 5 minutes): Any person wishing to address the Board on items not on the agenda may do so at this time. The Board will not make decisions or determinations on items brought up during Public Comment.	Goedhart
1:20	V. CONSENT CALENDAR	Goedhart
*ACTION	A. *Approve RCD Meeting Minutes for July 20, 2026 B. *Approve RingCentral Agreement for Communications-Phone System C. *Approve Contractor Compliance and Monitoring Inc. for Prevailing Wage Services	
1:25	VI. PARTNER REPORTS <i>(limit 5 minutes each, unless previously scheduled)</i>	Goedhart
1:45	VII. RCD REPORTS A. Directors and Associate-Directors	Goedhart

B. Executive Officer

1. 2026-2027 Annual Plan – update
2. CSDA Annual Conference, August 24-27 in Palm Springs, CA
3. CARCD Annual Conference, November 17-19 in Sacramento, CA
4. NCWA Floodplain Forward Coalition – *Discussion and possible action to approve support and use of logo
5. Policy Handbook: Conflict of Interest Review

***ACTION**

2:00

C. **FINANCIAL/BUDGET REPORT**

Anderson/
Martin

***ACTION**

A. *Discussion and possible action to accept the following reports:

1. Bank Statements and Reconciliations
2. Balance Sheet

***ACTION**

B. *Discussion and possible action to approve RCD Cash Disbursement Journal (Check Detail Register since previous RCD Meeting)

2:15

IX. RCD PROJECTS & PROGRAMS UPDATE

Manhart-
Belding/
Staff

- A. Conservation Planning
- B. Groundwater Recharge Development Plan (and Pilot)
- C. CAFF - Groundwater Community Engagement
- D. Healthy Soils Program (HSP)

***ACTION**

1. *Discussion and possible action to adopt Resolution 2026-02 – Support for Application Submittal to the CDFA OARS HSP & SWEEP Block Grant, Project: *APP-2026-00000125* - Sacramento Valley Healthy Soils Program for Glenn, Colusa, Sutter, Yuba, Lake Counties

***ACTION**

E. State Water Efficiency and Enhancement Program (SWEEP)

1. *Discussion and possible action to adopt Resolution 2026-03 – Support for Application Submittal to the CDFA OARS HSP & SWEEP Block Grant, Project: *APP-2026-00000126* - Sacramento Valley SWEEP for Glenn, Colusa, Sutter, Yuba, Lake Counties

F. Fuels Reduction and Fire Prevention Program

Update only – Request for Qualifications and Proposal, Seeking Consultant to provide Reforestation and Tree Planting Services, Office Issue: June 4, 2026 available on www.glenncountyrcd.org [Submission Deadline: NEW August 3, 2026 at NOON (PST)]

***ACTION**

1. *Discussion and possible action to approve Silhouette Farm and Forestry, LLC agreement for Professional Services needed to implement the Reforestation and Tree Planting [Funding source: CAL FIRE]

***ACTION**

G. Invasive Species Program: Upper Stony Creek Arundo Project

1. *Discussion and possible action to approve Cooperator Agreement Upper Stony Creek Arundo Project [Funding source: CDFA WMA, Glenn County Ag Department MOU]

***ACTION**

2. *Discussion and possible action to approve MOU-Scope of Work with Colusa RCD to work on Arundo treatments in Colusa County

H. Colusa Glenn Subwatershed Program – *Helping growers meet the Irrigated Lands Regulatory Program*

I. Sacramento Valley Region of RCDs (Secretary/Treasurer)

Future

Discussion on potential projects and programs

3:00

X. ADJOURNMENT

Goedhart

Please note times are approximate.

CORRESPONDENCE: Mail is distributed for review.

DATE OF NEXT MEETING: MONDAY, SEPTEMBER 21, 2026, at USDA Willows Service Center / Glenn County RCD, 132 N. Enright Avenue, Suite C, Willows, CA 95988.

NOTIFICATION & AGENDA TOPIC REQUESTS: If you would like to be notified of future meetings and events or request a specific agenda topic, please call Kandi Manhart-Belding, Executive Officer at (530) 934-4601 x5 or email kandi@glenncountyrcd.org.

Visit www.glenncountyrcd.org for approved Minutes and Agendas.

In compliance with the Americans with Disabilities Act, if you need special assistance or accommodations to participate in this meeting, please contact Kandi Manhart-Belding, Executive Officer at (530) 934-4601 x5. Notification at least 48 hours prior to the meeting will enable the RCD to make reasonable arrangements to ensure accessibility to this meeting. This is to include agendas in alternative formats.
(28 CFR 35.101-35.164 ADA Title II.)

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

TO: Directors & Associate Directors

Agenda Item #: V.--A.-C.

FROM: Kandi Manhart-Belding

Meeting Date: August 17, 2026

DATE: August 13, 2026

☒ **Action Items**

☐ **No Action Requested**

TITLE OF TOPIC

SUBJECT: CONSENT CALENDAR

***ACTION** A. *Approve RCD Meeting Minutes for July 20, 2026
B. *Approve RingCentral Agreement for Communications-Phone System
C. *Approve Contractor Compliance and Monitoring Inc. for Prevailing Wage Services

BACKGROUND:

If further discussion is requested, any action item may be removed off the Consent Calendar.

See NOTES below for additional information.

DISCUSSION / PROPOSED ACTION:

Approve / accept all Consent Calendar items.

ATTACHMENTS:

YES

NOTES:

A. *Approve RCD Meeting Minutes for July 20, 2026

Draft meeting minutes.

B. *Approve RingCentral Agreement for Communications-Phone System

Executive Officer has worked with the Finance/Budget Committee on alternative phone system options. This agreement will offer staff new, direct phone numbers through an online software platform. The budget approved last month includes this operational expense.

C. *Approve Contractor Compliance and Monitoring Inc. for Prevailing Wage Services

Contractor will assist in helping RCD meet prevailing wage reporting requirements for Arundo project in the Upper Stony Creek Watershed. The budget approved last month includes this project expense.

Moved: _____ **2nd:** _____

Abstention: _____ **Objection:** _____

Re-cused: _____ **Approved:** **O YES** **O NO**



G L E N N C O U N T Y

RESOURCE CONSERVATION DISTRICT

MEETING MINUTES

Date: Monday, July 20, 2026
Time: 1:00 PM to 3:00 PM – **Local Working Group Meeting at 2:30 PM**
Location: USDA Willows Service Center / Glenn County RCD
132 N. Enright Avenue, Suite C
Willows, CA 95988

I. CALL TO ORDER

Vice President Brian Lohse called the meeting to order at 1:02 PM.

II. PLEDGE OF ALLEGIANCE

Ensued.

III. WELCOME, INTRODUCTIONS & OFFICIAL ROLL CALL

Ensued.

IV. PUBLIC COMMENT (limit 5 minutes):

Any person wishing to address the Board on items not on the agenda may do so at this time. The Board will not make decisions or determinations on items brought up during Public Comment.

Vice President Brian Lohse invited commentary from the public, whereby no comments were presented or heard.

V. DIRECTOR OFFICER ELECTIONS FOR FY 2026-2027

***Election of Officers – President, Vice President, Secretary, Treasurer**

Vice President Brian Lohse entertained an officer election.

Discussion ensued.

NOMINATION / ACTION: Same slate of officers:

President, Gilbert Goedhart

Vice President, Brian Lohse

Treasurer, Jocelyn Anderson

Secretary, Kandi Manhart-Belding

MOTION: Roundy

SECOND: Overholtzer

AYES: Roundy, Overholtzer, Lohse, Whitney

NOES: None

ABSTENSIONS: None
RE-CUSED: None
ABSENT: Landini, Anderson, Goedhart

VI. CONSENT CALENDAR

- *ACTION** A. ***Approve RCD Meeting Minutes for June 15, 2026**
Vice President Brian Lohse entertained a motion to approve Consent Calendar agenda items.

ACTION: Approve as presented.
MOTION: Roundy
SECOND: Whitney
AYES: Roundy, Overholtzer, Lohse, Whitney
NOES: None
ABSTENSIONS: None
RE-CUSED: None
ABSENT: Landini, Anderson, Goedhart

VII. PARTNER REPORTS *(limit 5 minutes each, unless previously scheduled)*

Tony Arendt, Board of Supervisor, County of Glenn
Becky Wheeler-Dykes, *UCCE-Glenn County*
Jody Samons, *North Valley Community Foundation*
Kristin Guy, *USDA-Natural Resources Conservation Service*
Greg Krzys – *Orland Unit Water Users Association*
All partners provided reports on various matters.

VIII. RCD REPORTS

A. Directors and Associate-Directors
Ensued.

B. Executive Officer
1. **2026-2027 Annual Plan – draft update**
Ensued. Work in progress.

IX. FINANCIAL/BUDGET REPORT

- *ACTION** A. ***Discussion and possible action to accept the following reports:**
1. **Bank Statements and Reconciliations**
2. **Balance Sheet**

Vice President Brian Lohse provided a report on agenda item.
Discussion ensued. Vice President Brian Lohse entertained a motion to accept named report.

ACTION: Accept as presented.
MOTION: Roundy
SECOND: Overholtzer
AYES: Roundy, Overholtzer, Lohse, Whitney
NOES: None
ABSTENSIONS: None
RE-CUSED: None

ABSENT: Landini, Anderson, Goedhart

- *ACTION** B. ***Discussion and possible action to approve RCD Cash Disbursement Journal (Check Detail Register since previous RCD Meeting)**
Vice President Brian Lohse provided a report on agenda item.
Discussion ensued. Vice President Brian Lohse entertained a motion to approve named report.

ACTION: Approve as presented.

MOTION: Whitney

SECOND: Roundy

AYES: Whitney, Roundy, Overholtzer, Lohse

NOES: None

ABSTENSIONS: None

RE-CUSED: None

ABSENT: Landini, Anderson, Goedhart

- *ACTION** C. ***Discussion and possible action to adopt FY July 1, 2026 to June 30, 2027 Budget**
Vice President Brian Lohse provided a report on agenda item.
Discussion ensued. Vice President Brian Lohse entertained a motion to accept named report.

ACTION: Accept as presented.

MOTION: Whitney

SECOND: Overholtzer

AYES: Whitney, Overholtzer, Roundy, Lohse

NOES: None

ABSTENSIONS: None

RE-CUSED: None

ABSENT: Landini, Anderson, Goedhart

X. RCD PROJECTS & PROGRAMS UPDATE

A. Conservation Planning

B. Groundwater Recharge Development Plan (and Pilot)

C. CAFF - Groundwater Community Engagement

D. Healthy Soils Program (HSP)

E. State Water Efficiency and Enhancement Program (SWEEP)

F. Fuels Reduction and Fire Prevention Program

Update only – Request for Qualifications and Proposal, Seeking Consultant to provide Reforestation and Tree Planting Services, Office Issue: June 4, 2026 available on www.glenncountyrcd.org [Submission Deadline: NEW August 3, 2026 at NOON (PST)]

G. Invasive Species Program: Upper Stony Creek Arundo Project

- *ACTION** 1. ***Discussion and possible action to approve Silhouette Farm and Ranch, LLC agreement for Professional Services needed to implement the Arundo donax Treatment & Herbicide Application [Funding source: CDFA, Ag Dept.]**

Kandi Manhart-Belding provided a report on agenda item.
Discussion ensued. Vice President Brian Lohse entertained a motion to approve named report.

ACTION: Approve as presented, pending verification of cost per stand/acre-end dollar amount shall not be modified.

MOTION: Whitney

SECOND: Roundy

AYES: Roundy, Whitney, Overholtzer, Lohse

NOES: None

ABSTENSIONS: None

RE-CUSED: None

ABSENT: Landini, Anderson, Goedhart

H. Colusa Glenn Subwatershed Program – *Helping growers meet the Irrigated Lands Regulatory Program*

I. Sacramento Valley Region of RCDs (Secretary/Treasurer)

Kandi Manhart-Belding and staff provided update.

Future

Discussion on potential projects and programs

Kandi Manhart-Belding encouraged attendees to communicate potential projects.

ANNUAL LOCAL WORKING GROUP MEETING
By Kandi Manhart-Belding and Kristin Guy

RCD & USDA-NRCS SEEKS PARTICIPATION

- identify where the best investments can be made to address natural resource problems,
- share the work that has already been done in the county, and share your vision for what the county will look like when these natural resource concerns have been addressed.

Focus Areas

-Forestry / Forest Planning

-Rangelands / Range Specialist

-Starthistle an issue

-Arundo an issue

-Erosion; canals, ditches, creeks, etc

X. ADJOURNMENT

Vice President Brian Lohse adjourned the meeting at 2:37 PM.

Approved on August 17, 2026 by the Glenn County Resource Conservation District Board.

Attested by,

Brian Lohse, Vice President

Kandi Manhart-Belding, Secretary

DRAFT



INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“**RingCentral**”) and **GLENN COUNTY RESOURCE CONSERVATION DISTRICT** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “**Agreement**”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to “RingCentral MVP”, whether in terms of service, advertising or product descriptions, mean “RingEX”.

Customer

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

132 N Enright Avenue, Suite C,
Willows, CALIFORNIA 95988
United States

KANDI MANHART-BELDING
530 934-4601
kandi@glenncountyrctd.org

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: August 10, 2026

Initial Term: 36 Months

Renewal Term: 36 Months

Payment Schedule: Annual

RingEX Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	7	\$285.00	\$1,995.00
DigitalLine Unlimited Advanced		\$225.00	
Compliance and Administrative Cost Recovery Fee		\$48.00	
e911 Service Fee		\$12.00	
Annual Recurring Services*			\$1,995.00
One-Time Items			
Summary of Item(s)	Qty	Rate	Subtotal
Yealink W76P Cordless Phone with 4 Handsets	1	\$284.52	\$284.52
One-Time Total			\$284.52
Total Initial Amount			\$2,279.52

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the Customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the Customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Free Services Amount

You will receive the amount(s) indicated below (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. You will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

RingEX Free Services Amount: 175.77 US Dollars

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at <https://www.ringcentral.com/legal/add-on-services.html>.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer

**GLENN COUNTY RESOURCE CONSERVATION
DISTRICT**

RingCentral

RingCentral, Inc.

Signed by:
By: 
237155C3D2B145D...

Name: KANDI MANHART-BELDING

Title: Executive Officer

Date: 8/13/2026

By: 

Name: Ayub Mohammed

Title: Senior Vice President - Sales

Date: 8/13/2026



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with its Attachments, the “**Agreement**”) is made by and between RingCentral, Inc., a Delaware corporation with its primary office at 20 Davis Drive, Belmont, CA 94002, (“**RingCentral**”), and GLENN COUNTY RESOURCE CONSERVATION DISTRICT located at the address set forth in the Order Form (“**Customer**”). RingCentral and Customer may be individually referred to as a “**Party**” or collectively as the “**Parties**.” This Agreement is effective as of the last date of signature below (“**Effective Date**”).

1. Provision of the Service

A. General Terms

The purchase, provision, and use of the Services is subject to the terms contained in this Agreement, the Order Forms, the Online Terms of Services, included at <https://www.ringcentral.com/legal/eulatos.html> (the “**Online Terms of Service**”), and the Service Attachments applicable to Customer’s Services. All these documents are hereby incorporated into and form a part of this Agreement. RingCentral may update the Online Terms of Services from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

Capitalized terms not defined in this Agreement have the meaning given to them in the Online Terms of Service.

2. Ordering and Term

A. Ordering Services

Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Term of this Agreement

The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

C. Services Term

The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the Initial Order Form (“**Initial Term**”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “**Renewal Term**”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

D. Service Attachments

In addition to the Service Attachments referenced in the Online Terms of Services, the Parties may agree to add additional Service Attachments to this Agreement.

Attachment A – RingEX Services

3. Invoicing and Payment

A. Prices and Charges

All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account.

Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term.

Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice.

Outbound calling rates will be applied based on the rate then in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Invoicing and Payment

Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges.

Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date.

Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

4. Termination

A. Termination for Cause

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

B. Effect of Termination

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 4(A), Customer will not owe any fees or charges for the Services in respect of any period subsequent to the date of such written notice (except those arising from continued usage before the cancelled Services are disconnected) and will be entitled to a pro-rata refund of any prepaid and unused fees for the cancelled Services being terminated.

If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 4(A), the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

5. Miscellaneous

A. Entire Agreement

The Agreement, together with any exhibits, Order Forms, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

B. Order of Precedence

In the event of a conflict between these documents, the following shall have precedence in interpretation: (a) the applicable Order Form (including any hyperlinks); (b) any applicable Service Attachments; (c) this Master Services Agreement; and (d) the Online Terms of Service.

C. Execution

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party.

Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

D. Counterparts

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

IN WITNESS WHEREOF, the Parties have executed this Agreement below through their duly authorized representatives.

Customer
GLENN COUNTY RESOURCE CONSERVATION DISTRICT

RingCentral
RingCentral, Inc.

Signed by:
By: 
237155C3D2B145D...
Name: KANDI MANHART-BELDING
Title: Executive Officer
Date: 8/13/2026


By: _____
Name: Ayub Mohammed
Title: Senior Vice President - Sales
Date: 8/13/2026

ATTACHMENT A SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the “**Services**”).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingEX Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc. Use of the RingCentral AI Assistant capabilities is subject to the applicable terms contained in the AI Assistant Add-On Service Description available at <https://www.ringcentral.com/legal/add-on-services.html#qlinks-12>.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or received in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

- A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.
- B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. Global RingEX or RingCentral Global Office.

Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global RingEX for customers that subscribe to it.

- A. **Emergency Service Limitations for Global RingEX.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.
- B. **Global RingEX Provided Only in Connection with Home Country Service.** RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer’s Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer’s Account, together with other Services purchased under this Agreement, using the Home Country’s currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral’s sole discretion.
- C. **Primary Place of Use of Global RingEX Service.** Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
- D. **Relationships with Local Providers.** In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer’s Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer’s agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer’s behalf to secure such services. RingCentral’s locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer’s behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
 - A. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - E. **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.



Professional Services

Statement of Work

for

GLENN COUNTY RESOURCE CONSERVATION
DISTRICT



Prepared by: Erin Grageda
Date: 8/6/2026

RingCentral Professional Services
Statement of Work

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc. ("RingCentral"), and GLENN COUNTY RESOURCE CONSERVATION DISTRICT (the "Customer"). This SOW is incorporated into the Master Services Agreement dated _____, between the parties (the "MSA"). In the event of a conflict between this SOW and the MSA, this SOW shall control.

Customer	GLENN COUNTY RESOURCE CONSERVATION DISTRICT
SOW Quote Number	U2026-04619526
SOW Currency	USD
One-Time Implementation Services	\$1,320.00

SOW Expiration: This SOW, and all applicable pricing related to it, is valid if signed by Customer on or before **September 7, 2026** after which pricing is subject to change, and a revised SOW may be required. However, RingCentral may elect to provide the work at the applicable pricing after the expiration date listed above, should they execute this SOW.

Project Phases

Table 1: RingEX Project Phasing

The Phase Totals are based on the scoped items and corresponding services outlined in "Table 2: RingEX Project Entitlements"

Phase Number	Phase Name	Phase Total
1	RingEX Deployment	\$1,320.00
RingEX Project Total (excludes taxes and fees)		\$ 1,320.00



Project Entitlements

The following tables outline the project entitlements included in the SOW as per the discovery session(s) and/or the agreed upon requirements.

Table 2: RingEX Project Entitlements

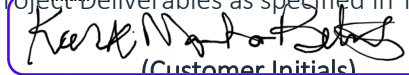
The detailed RingEX deliverables are outlined in [Appendix A](#)

RingEX Project Entitlements	Detail
Remote Project Management Services Duration (in months)	Up to 2
Planning & Design Sessions	Up to 2
RingEX Users / Limited Extensions	Up to 7
Self-Service Network Assessment	1
Sites / User Groups with Unique Call flows	1
Sites / User Groups with Replicated Call flows	N/A
Go-Live Events	1
Add-Ons	
Enhanced Business SMS <i>Includes: Shared SMS Inbox, Templates, Live Reports</i>	N/A
Enhanced Call Queue <i>Includes: EWT, PIQ, Callback, Live Reports</i>	N/A
Customer Engagement Bundle <i>Includes: Shared SMS inbox, Templates, EWT, PIQ, Callback, Live Reports</i>	N/A
Third Party Device Assignment	N/A
AI Conversational Expert (ACE)	N/A
AI Receptionist (AIR) <i>One instance per 10 sites</i>	N/A
AI Virtual Assistant (AVA)	N/A
Training	
Online RingCentral University Access	Unlimited
Training: Administrator Essentials (up to two (2) hours per session)	N/A
Training: End User Essentials (up to one (1) hour per session)	N/A
Training: AI Conversation Expert (ACE) Basics	N/A



(up to one (1) hour per session)	
Training: Business Analytics Pro Essentials (up to one (1) hour per session)	N/A
Training: Live Reports Essentials (up to one (1) hour per session)	N/A
RingEX Standard Training – 10-hour bundle (Instructor-led training for up to ten (10) hours)	N/A
RingEX Standard Training – 20-hour bundle (Instructor-led training for up to twenty (20) hours)	N/A
RingEX Standard Training – 30-hour bundle (Instructor-led training for up to thirty (30) hours)	N/A

Entitlements Acknowledgement: This Statement of Work (“SOW”) is limited to the Project Entitlements and associated quantities defined in Table 2 above, as mutually agreed upon by Customer and RingCentral. By executing this SOW, Customer acknowledges that any modifications, additions, or deviations from the Entitlements specified in the above tables are outside the scope of this SOW. Customer confirms that they have reviewed the SOW in its entirety prior to execution and acknowledge and accept the Project Entitlements and the Project Deliverables as specified in Table 2 and in Appendix A.


(Customer Initials)

General Project Deliverables

Project Management

The RingCentral Project Manager (“PM”) will act as Single Point of Contact (“SPOC”) for delivery services following the Project Management Institute (PMI) methodology for the duration outlined in “Table 2 – RingEX Project Entitlements”.

- The RingCentral PM will be responsible for the following activities for the project’s duration:
 - Schedule internal and external kickoff sessions
 - Review the Project Entitlements and ensure alignment with Customer’s understanding and expectations
 - Create and manage the project governance, to include the following plans: project and schedule, communication, resources, escalation, change management, testing, and action and risk registers.
 - Set up project documentation and timelines in collaboration with the designated Customer SPOC
 - Complete resource assignment and scheduling based on the mutually agreed upon project plan
 - Identify, communicate, and mitigate project risks and issues
 - Facilitate and lead regular status update meetings, organize planning sessions, and plan Customer steering committee meetings, as applicable
 - Develop, review, authorize, implement, and manage change requests and interventions (Change Management)
 - Perform closure procedures at the conclusion of project activities

Self-Service Network Assessment

RingCentral will provide Customer with Self-Service Network Assessment(s) as outlined in “Table 2 – RingEX Project Entitlements”. This service is designed to evaluate Customer's existing network infrastructure to ensure its readiness and compatibility with the RingCentral Platform. The assessment will identify potential risks and assess voice and data



performance to verify that the RingCentral Platform will function as expected in a production environment. Customer will perform the assessment using testing software provided by RingCentral, with a limited amount of assistance and guidance from a RingCentral Network Engineer.

1. RingCentral shall provide the following resources and support:
 - Network Engineer Support: RingCentral will provide up to 1.5 hours of a Network Engineer's time for the sole purpose of assisting with the setup, execution, and review of the network assessment. This time is inclusive of the introductory call and any subsequent technical guidance
 - Introductory Call: A RingCentral Network Engineer will conduct an introductory call to provide Customer with instructions and access to the necessary testing software
 - Technical Guidance: RingCentral will provide technical assistance and guidance to Customer during the testing and evaluation phases. This support is subject to mutual scheduling availability
 - Assessment Bundle: Each Self-service Network Assessment bundle is valid for testing at up to ten (10) physical sites. Each site may be tested up to three (3) times.
2. Customer shall be responsible for the following:
 - Resource Allocation: Customer shall allocate a minimum of one (1) dedicated resource per physical location to execute the Self-service Network Test
 - Infrastructure Readiness: Customer is responsible for ensuring that all necessary site network and telephony infrastructure changes are completed to meet RingCentral's technical requirements prior to commencing the testing
 - Testing and Evaluation: Customer shall be solely responsible for executing the network testing
 - Scheduling: Customer is responsible for initiating any subsequent guidance sessions with the RingCentral Network Engineer after introductory call
3. Terms and Conditions
 - Assessment Requirement: This Network Assessment is required to be completed prior to the production operation (go-live) of the RingCentral Platform
 - Expiration: RingCentral's obligation to assist and guide Customer will expire one hundred and twenty (120) days from the date of the initial introductory call

Planning & Design

RingCentral will work with Customer to define, capture, record, and review their existing environment and design for the future-state Customer solution. RingCentral will be responsible for introducing and completing the Business Requirements Document (BRD) with input from Customer.

The completed BRD will be reviewed in detail and countersigned by both Customer's Project Manager and RingCentral's Project Manager prior to initiating the build activities. Data capture may include, but is not limited to, the following:

- Customer Site Information
- User data
- Agent names and assignments
- Multi-channel integration(s)
- Call Flow – current and future state
- Roles and Permissions
- Training Assignments
- Porting Data
- Delivery Overview

Customer Telephone Porting



RingCentral will provide guidance on porting data collection and will assist with submission of porting request(s).

Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers

Notwithstanding the above and upon Customer request, the RingCentral Project Manager will assist Customer with this responsibility by performing the following tasks for each site or implementation/ go live event:

1. The RingCentral Project Manager will assist Customer with the initial submission of port requests and will assist in up to three (3) rejections/resubmission per location or ninety (90) days from submission, whichever occurs first
 - Any additional port rejections will be the responsibility of Customer
 - Customer will provide RingCentral all appropriate Letters of Authorization (“LOA”'s), billing information, and authorized signer for each location
 - Porting submissions will include numbers mapped to correct route as “company” numbers or Direct Dial phone numbers
2. The RingCentral Project Manager will assist Customer with submitting porting requests up to ten (10) business days following the final go live event, unless otherwise mutually agreed between the parties
 - The RingCentral Project Manager will remain engaged in support of these porting requests for 30 days or three rejections, whichever comes first
 - RingCentral will provide Customer with an overview of the RingCentral portal for porting tasks
 - Following the ten (10) day post go-live period, Customer is responsible for submitting all new requests within the RingCentral portal
 - Porting outside of project follows RingCentral Numbering Policy

Customer User Acceptance Testing (UAT)

The User Acceptance Testing (UAT) phase is a critical component of any successful projects. During UAT, Customer will designate users to complete application testing in mock real-world scenarios to validate that the RingCentral build matches the agreed upon design documentation.

Customer is responsible for following:

- Designate users to complete application testing in mock real-world scenarios to validate that the RingCentral build matches the agreed upon design documentation
- Define the UAT criteria by phase. The mutually agreed upon test criteria will be recorded as an Appendix in the BRD as the document of record prior to UAT execution. If UAT criteria are not specified by Customer, the work is therefore deemed accepted and ready for go live upon notice from RingCentral that the work is complete and ready for testing.
- Customer resources participating in UAT must complete all pre-recorded online training sessions for user, supervisor, and/or admin related to their role prior to starting UAT
 - Upon Customer request, the RingCentral Implementation Engineer may provide up to one (1) hour of guided training to UAT participants specific to the test criteria
- Document the outcome of all UAT scenarios in writing and will provide to RingCentral upon completion of testing
 - Any variation in expected results (errors, flaws, failures, adjustments) will be provided in writing to the RingCentral Project Manager for review and resolution
 - RingCentral will provide an expected variation resolution date and will advise customer to perform additional testing



- Upon successful completion of all UAT criteria, Customer will submit a final written notice to RingCentral prior to scheduling go live
- RingCentral will append the design document output to include completed UAT criteria in the final published output document
- UAT Requirements
 - Customer and RingCentral will enact a mutual software / code freeze prior to the start of SIT and UAT
 - Customer will perform UAT within seven (7) calendar days of application handoff from RingCentral, unless otherwise mutually agreed upon in writing by both parties prior to the start of testing
 - Any Customer changes in software or code resulting in new application behaviors following written UAT completion and requiring troubleshooting or issue resolution will be handled via the Change Order process

RingCentral Online Product Training

The following training resources are available to the customer for learning the RingEX product suites. Online RingCentral product training includes:

- Get Started videos and quick guides, available at <https://support.ringcentral.com/get-started.html>
- Online training for users and administrators, available at RingCentral University – <https://university.ringcentral.com>
- For a list of paid instructor-led training courses offered, and detailed course descriptions, review the Live Training Catalog at <https://university.ringcentral.com/en-rex-ilt-ringcentral-rex-live-training>

Remote Delivery and Go Live Services

RingCentral will provide remote go live services as follows:

- Delivery resource during the remote Go Live event(s) as defined in “Table 2: RingEX Project Entitlements”
 - Document open issues in action log
 - Transition into support services
 - Perform closure procedures at the conclusion of project activities

General Terms & Conditions

Hours of Operation

Unless otherwise specified, pricing assumes that Services will be performed between 8:00 AM to 5:00 PM local time, Monday-Friday, excluding holidays (“Standard Service Hours”). Work requested to be performed outside Standard Services Hours will be subject to the RingCentral overtime rates.

Customer Responsibilities

Customer is responsible for the following, as applicable:

- Provide a final site list prior to Project Kickoff, including the following details for each location:
 - Physical site address
 - Number of users per site

Note: Site, Device, User and Agent quantities cannot exceed the agreed upon Project Entitlements defined in Table 4 and Table 5.
- Authorizing the telephone number porting via a Letter of Authorization (LOA)



- LAN/WAN infrastructure
 - Network minimum requirements for RingCentral as a Service model
 - Quality of Service (QoS) configuration
 - Firewall or Access Control List (ACL) configuration
- Power over Ethernet (POE) port activation / configuration
- SMS Campaign Registration (TCR) <https://www.ringcentral.com/tcr>
- Configuration and software installation on Customer PCs
- Decommission and disposal of any legacy equipment
- Customizations of individual user endpoints, or phone settings
- Third Party applications or hardware, such as SIP phones
- Headsets
- Analog Devices (ex: fax machines, overhead paging, door buzzer or automatic door controller, POTS lines, etc.)
- Implementing and maintaining all required end-user notices and disclaimers for call recording, chat recording, and AI processing in connection with any Third-Party interactive voice assistance (IVA), chatbot, or similar AI-enabled services integrated with or used in connection with the Services, including:
 - Configuring and displaying clear and legally sufficient recording and AI-processing notices to end participants prior to or at the start of any call, chat, or recorded interaction
 - Ensuring such notices cover recording, transcription, and AI processing by the applicable third-party provider(s) and RingCentral, as applicable
 - Confirming that such recording and data may be used to provide the services, improve quality, support compliance, and for other legitimate business purposes, as applicable; and
- Compliance with all applicable federal, state and international laws relating to consent, notice, and recording
- Input Registered E911/Emergency Services Address and location information to Service Web. This is critical information which is used by first responders in case of an emergency hence customer must ensure that the information they are adding to the Service Web is accurate. For more information, please refer to Appendix C

Professional Services Completion

Upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will notify Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW.

Invoicing and Payment

Invoicing and Payment of Professional Services Fees: All amounts due under this SOW for Professional Services will be invoiced upon completion of the work or each phase identified in the "Phasing Table". Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. RingCentral retains the right to invoice for Users or Sites that have been deployed monthly.

Termination

Termination: Either Party may terminate this SOW, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.



Effect of Termination: If this SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:

- any Professional Services that have been rendered up until the effective date of the termination
- all applicable Service Expenses incurred; and
- fifty percent (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being canceled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being canceled.

Delays and Changes

Changes to this SOW shall be made only by a mutually executed written change order between RingCentral and Customer ("Change Order,"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties.

Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and/or additional fees.

Project Phasing

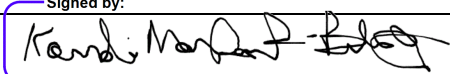
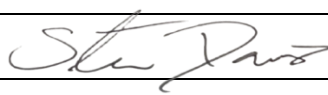
The Professional Services may be delivered in one or more phases as set forth in this SOW.

This SOW describes the milestones, objectives, deliverables, sites, fees, and other components that are included in the scope of each phase ("Project Phases"). Customer agrees that the delivery, installation, testing, acceptance, and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance, and payment for the Professional Services under any other Project Phase.

Each Project Phase will be billed upon notification of phase completion, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.



In Witness Whereof, the Parties have executed this Statement of Work below through their duly authorized representatives.

<u>Customer</u>	<u>RingCentral</u>
GLENN COUNTY RESOURCE CONSERVATION DISTRICT	RingCentral, Inc.
Signed by: 	Signature: 
237155C3D2B145D... Name: KANDI MANHART-BELDING	Name: Steve Davis
Title: Executive Officer	Title: RVP, Professional Services
Date: 8/13/2026	Date: 8/6/2026

Appendices

Appendix A - RingEX Project Deliverables

RingCentral will complete the following project deliverables per “Table 2: RingEX Project Entitlements”:

User Interface Build	Remotely configure the following parameters in the portal (“UI Build”) based on the specifications agreed upon between the parties in the BRD: ▪ Site Information ▪ Users Upload ▪ Locations ▪ Callflows by Site or User Group ▪ Unique call flow(s) ○ Configuration of one (1) main number ○ Up to three (3) call flows per site ○ Up to 5 custom rules per main number ○ Up to 2 menus (IVR) per main number ○ A combination of up to eight (8) call queues & ring groups per main number ▪ Replicated Call flow(s) ○ Consists of a replica of a unique call flow except for phone numbers, extensions, and users within call queues & ring groups ▪ Roles and Permissions ▪ Call Queues and/or RingGroups Perform Quality Assurance Testing (QAT) following final configuration and prior to turning over the solution to Customer in preparation for the User Acceptance Testing (UAT) cycle(s)
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Appendix B – Registration of Address and Notification Information – Emergency Dialing

Bulk uploading of user data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging RingCentral for implementation of the Services, Customer agrees to the following:

1. **Registered Address.** It is the Customer's obligation to maintain accurate emergency location information for each Digital Line on its Account. RingCentral will, on Customer's behalf, upload Customer's User registered addresses using a list of addresses provided by Customer.
2. **Emergency Notifications.** For Digital Lines located in the United States, Customer must input and maintain in Service Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls (for further information about this obligation, [click here](#)). RingCentral will, as a part of the upload described in (A) above, also input Customer's emergency notification location, as directed by Customer.
3. **Customer's Representation and Warranty.** Customer represents and warrants that the registered addresses and emergency notification location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information, and that RingCentral takes no responsibility for the accuracy of the information provided by Customer.

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

TO: Directors & Associate Directors

Agenda Item #: VII.--B.

FROM: Kandi Manhart-Belding

Meeting Date: August 17, 2026

DATE: August 13, 2026

☒ **Action Items**

☐ **No Action Requested**

TITLE OF TOPIC

SUBJECT: RCD REPORTS

***ACTION** B. Executive Officer

4. NCWA Floodplain Forward Coalition - *Discussion and possible action to approve support and use of logo

BACKGROUND:

Northern California Water Association invited RCDs, Farm Bureaus, Sacramento Valley Water Quality Coalition and others to support Floodplain Forward.

“The [Floodplain Forward Coalition](#) is an innovative collaboration between 35 organizations based in conservation, biology, water management, farming, and local government. We have come together to create a more sustainable path forward to support our fish, wildlife, cities, farms, and rural communities. By working together to find the best possible solutions, we can create vibrant landscapes and healthy California river systems for generations to come.”

More information:

<https://norcalwater.org/floodplain-forward/>

https://norcalwater.org/wp-content/uploads/FFC_Packet_digital-100226.pdf

DISCUSSION / PROPOSED ACTION:

NCWA Floodplain Forward Coalition - Discussion and possible action to approve support and use of logo.

ATTACHMENTS:

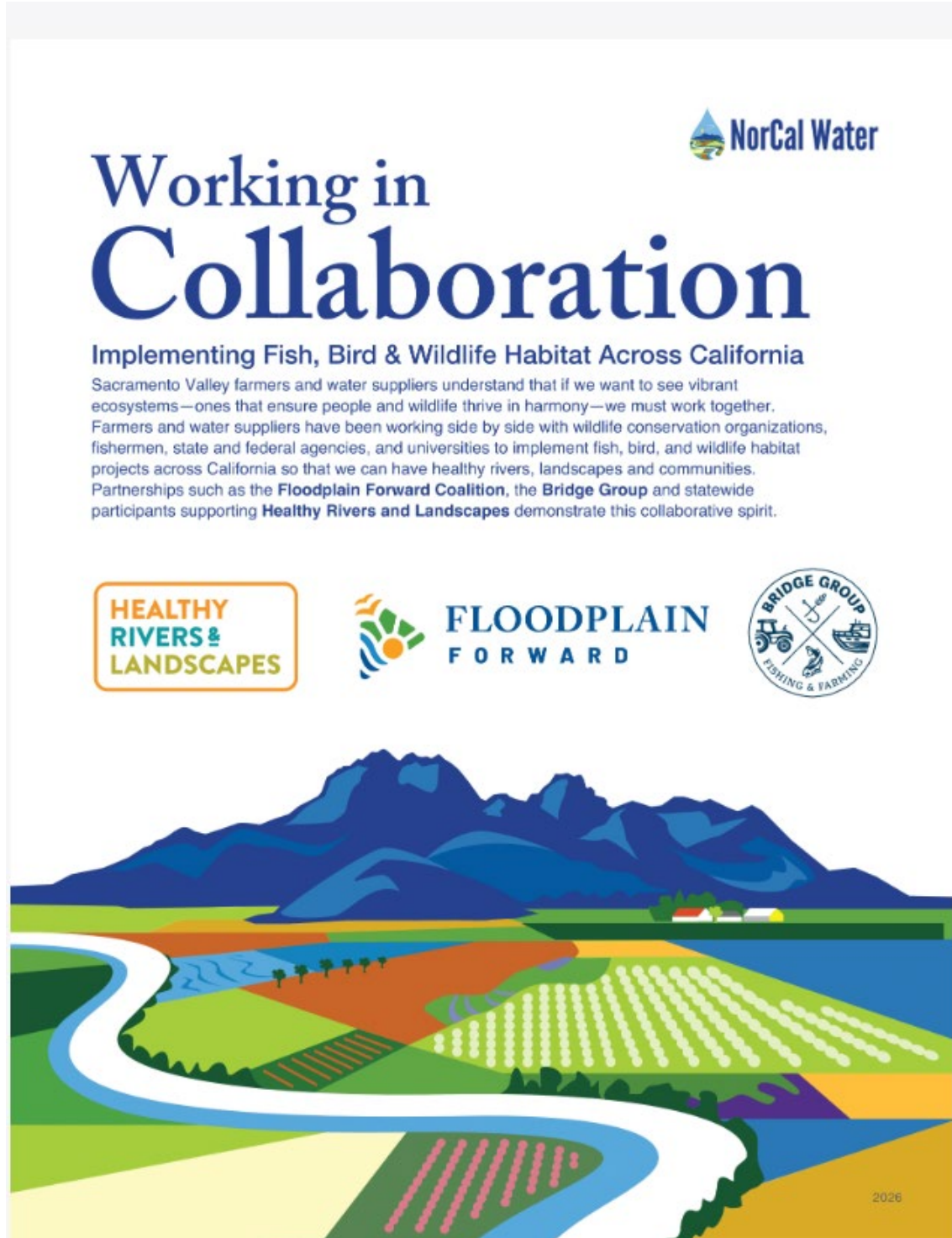
YES

NOTES:

Moved: _____ 2nd: _____

Abstention: _____ Objection: _____

Re-cused: _____ Approved: O YES O NO



Moved:	_____	2 nd :	_____
Abstention:	_____	Objection:	_____
Re-cused:	_____	Approved:	☐ YES ☐ NO

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

HEALTHY RIVERS & LANDSCAPES

A diverse coalition of water agencies representing 32 million people supports a transformational, watershed-wide approach that benefits fish, birds and wildlife across California.



FLOODPLAIN FORWARD

A 35-member organization representing landowners, irrigation districts, higher education, and conservation groups. The coalition, and the collaborative model of dynamic conservation, has resulted in farms, refuges, and managed wetlands providing essential habitat for waterfowl and shorebirds as well as potential food production and safe havens for endangered fish species.



A coalition of farmers, fishermen, water suppliers, researchers, and conservationists—in coordination with the U.S. Fish and Wildlife Service and the Center for Watershed Sciences at the University of California, Davis.



Moved: _____	2 nd :	_____
Abstention: _____	Objection: _____	
Re-cused: _____	Approved:	☐ YES ☐ NO

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

TO: Directors & Associate Directors

Agenda Item #: VIII.A. 1 & 2

FROM: Kandi Manhart-Belding

Meeting Date: August 17, 2026

DATE: August 13, 2026

☒ **Action Items**

☐ **No Action Requested**

TITLE OF TOPIC

SUBJECT: FINANCIAL/BUDGET REPORT

***ACTION** A. *Discussion and possible action to accept the following reports:
1. Bank Statements and Reconciliations
2. Balance Sheet

BACKGROUND:

The Glenn County RCD's Finance-Budget Committee, a standing committee, has not met since last regular meeting.

Agenda and Approved Minutes are posted at <https://www.glenncountyrcd.org/rcd-meetings>

DISCUSSION / PROPOSED ACTION:

Discussion and possible action to accept agenda items A, #1, and #2.

ATTACHMENTS:

YES –

Bank Statements and Reconciliations

7/31/2026 Checking – Columbia Bank

7/31/2026 Savings – California Class

7/31/2026 Savings – RFFC Advance – Columbia Bank

7/31/2026 Savings – SWEEP Advance – Columbia Bank

7/31/2026 Savings – HSP Advance – Columbia Bank

7/31/2026 Balance Sheet

NOTES:

Moved: _____ 2nd: _____

Abstention: _____ Objection: _____

Re-cused: _____ Approved: O YES O NO

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

TO: Directors & Associate Directors

Agenda Item #: VIII--B.

FROM: Kandi Manhart-Belding

Meeting Date: August 17, 2026

DATE: August 13, 2026

☒ **Action Item**

☐ **No Action Requested**

TITLE OF TOPIC

SUBJECT: FINANCIAL/BUDGET REPORT

***ACTION** B. *Discussion and possible action to approve RCD Cash Disbursement Journal
(Check Detail Register since previous RCD Meeting)

BACKGROUND:

The Glenn County RCD's Finance-Budget Committee, a standing committee, has not met since last regular meeting.

Agenda and Approved Minutes are posted at <https://www.glenncountyrcd.org/rcd-meetings>

DISCUSSION / PROPOSED ACTION:

Discussion and possible action to approve agenda item.

ATTACHMENTS:

YES – Check Detail Register (07/21/2026 to 08/14/2026)

NOTES:

Moved: _____ 2nd: _____

Abstention: _____ Objection: _____

Re-cused: _____ Approved: O YES O NO

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

TO: Directors & Associate Directors

Agenda Item #: IX--D.1.

FROM: Kandi Manhart-Belding

Meeting Date: August 17, 2026

DATE: August 13, 2026

☒ **Action Item**

☐ **No Action Requested**

TITLE OF TOPIC

SUBJECT: RCD PROJECTS & PROGRAMS UPDATE

***ACTION** D. Healthy Soils Program (HSP)

1. *Discussion and possible action to adopt Resolution 2026-02 – Support for Application Submittal to the CDFA OARS HSP & SWEEP Block Grant, Project: APP-2026-00000125 - Sacramento Valley Healthy Soils Program for Glenn, Colusa, Sutter, Yuba, Lake Counties

BACKGROUND:

Glenn County RCD is working with the Sacramento Valley Hub to apply for and secure additional grant funding for HSP.

DISCUSSION / PROPOSED ACTION:

Discussion and possible action to adopt Resolution 2026-02 – Support for Application Submittal to the CDFA OARS HSP & SWEEP Block Grant, Project: APP-2026-00000125 - Sacramento Valley Healthy Soils Program for Glenn, Colusa, Sutter, Yuba, Lake Counties.

ATTACHMENTS:

YES – Letter of support
Resolution

NOTES:

Moved: _____ 2nd: _____

Abstention: _____ Objection: _____

Re-cused: _____ Approved: O YES O NO



G L E N N C O U N T Y

R E S O U R C E C O N S E R V A T I O N D I S T R I C T

August 10, 2026

California Department of Food and Agriculture
Office of Agricultural Resilience and Sustainability
1220 N Street
Sacramento, California 95814

RE: Application ID #APP-2026-00000125,
Sacramento Valley Healthy Soils Program for Glenn, Colusa, Sutter, Yuba, Lake Counties

Dear CDFA Review Committee:

On behalf of the Glenn County Resource Conservation District (RCD), we are excited to submit this grant application to the California Department of Food and Agriculture, Office of Agricultural Resilience & Sustainability, Healthy Soils Program (HSP) & State Water Efficiency and Enhancement Program (SWEET) Block Grants.

The Glenn County RCD Board is committed to lead the Sacramento Valley Healthy Soils Program for Glenn, Colusa, Sutter, Yuba, and Lake Counties Project and expand producer access to the Healthy Soils Program. The collaboration will use an existing Memorandum of Understanding that spans this project area, allowing the "Sacramento Valley Durable Collaboration" to easily work together, share staff, and implement the farmer-facing program efficiently.

As discussions occurred to ensure HSP opportunities for the Sacramento Valley, it just made sense that Glenn County RCD offers its leadership in managing the HSP Block Grant. Knowing there are limited state funds, Glenn County RCD staff will manage it similarly to the CDFA Glenn County Healthy Soils Block Pilot Grant Program [#23-0719-000-SO], which they administered 50 projects, distributing \$4,448,940 to beneficiaries and implemented conservation practices across 4,476 acres efficiently; this work included outreach, application development, guidelines and review, contract management, technical assistance, and compliance reporting working with the Farmer-led Steering/Technical Ag Committee. In fact, implementation funds increased an additional \$448,940 from the original grant budget due to administrative staff efficiencies.

Collaborative structure will include –

- ✓ Lead Applicant / Block Grant Recipient / TAP Lead Organization – Glenn County RCD
 - Glenn County Ag Committee, a *standing committee* – all partnership counties may have an advisory role
- ✓ Subrecipient / TAP / Regional Leadership and Support – Colusa County RCD
 - Colusa, Sutter, Yuba Counties
- ✓ Contractor / TAP / Capacity Building – Yuba County RCD
- ✓ Contractor / TAP – Lake County RCD
- ✓ Technical Assistance – UC ANR-UCCE Community Education Specialists (based in Yuba and Glenn offices)

Since HSP inception, Glenn County RCD has delivered this program to farmers / ranchers in Glenn County and is excited to lead a regional approach. Collectively, the team is qualified and ready to serve all farmers, ranchers, Socially Disadvantaged Farmers and Ranchers (SDFRs), Severely Disadvantaged Communities (SDACs), and Disadvantaged Communities (DACs) in the five county area.

With thoughtful guidance from our Farmer-led Steering/Technical Ag Committee, we respectfully encourage you to consider this Project. The committee is made up of volunteer farmers, ranchers, certified crop advisors (CCAs), as well as our partner agencies, UCCE-Glenn County, USDA-Natural Resources Conservation Service (NRCS), Ag Department and more. We will ensure inclusion of all partnering counties, so they have an advisory role. Glenn County RCD trusts this Project will be implemented in a transparent manner with equity included every step of the way.

Thank you for this opportunity to continue serving our agricultural community where HSP is in high demand with 124+ interested farmers / ranchers ready to apply and receive incentives to implement conservation management practices. If you have questions or need additional information, please contact me at (530) 934-4601 x5.

Best regards,



Gilbert Goedhart
President of the Board
Glenn County Resource Conservation District

cc Kandi Manhart-Belding, Executive Officer, Glenn County RCD

**BEFORE THE BOARD OF DIRECTORS OF THE
GLENN COUNTY RESOURCE CONSERVATION DISTRICT
GLENN COUNTY, CALIFORNIA
RESOLUTION NO. #2026-02**

* * * *

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Bond-Prop 4, which provides funds to the State of California and its political subdivisions for **Healthy Soils Program**; and

WHEREAS, the California Department of Food and Agriculture (CDFA) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program, and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out **APP-2026-00000125 - Sacramento Valley Healthy Soils Program for Glenn, Colusa, Sutter, Yuba, Lake Counties**;

NOW, THEREFORE, IT BE RESOLVED that the Glenn County Resource Conservation District:

1. Approved the filing of an application for “California Climate Bond-Prop 4” funding program; and
2. Certifies that said applicant has or will have sufficient funds to implement the project; and,
3. Certifies that funds under the jurisdiction of Glenn County Resource Conservation District are available to begin the project.
4. Certifies that said applicant will expend grant funds per grant agreement.
5. Appoints President, or Executive Officer, or Finance Officer, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing resolution was approved and adopted the 17th day of August, 2026 by the following vote:

AYES:
NOES:
ABSENTS:
VACANCY:

Vice President/Director, Brian Lohse
GLENN COUNTY RESOURCE
CONSERVATION DISTRICT

CERTIFICATION OF RESOLUTION

ATTEST:

I, Bruce Roundy, of the Glenn County Resource Conservation District, witness my hand or the seal of the Glenn County Resource Conservation District on the 17th day of August, 2026.

Director, Bruce Roundy
GLENN COUNTY RESOURCE
CONSERVATION DISTRICT

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

TO: Directors & Associate Directors

Agenda Item #: IX--E.1.

FROM: Kandi Manhart-Belding

Meeting Date: August 17, 2026

DATE: August 13, 2026



Action Item



No Action Requested

TITLE OF TOPIC

SUBJECT: RCD PROJECTS & PROGRAMS UPDATE

***ACTION** E. State Water Efficiency and Enhancement Program (SWEEP)
1. *Discussion and possible action to adopt Resolution 2026-03 –
Support for Application Submittal to the CDFA OARS HSP & SWEEP
Block Grant, Project: APP-2026-00000126 - Sacramento Valley SWEEP
for Glenn, Colusa, Sutter, Yuba, Lake Counties

BACKGROUND:

Glenn County RCD is working with the Sacramento Valley Hub to apply for and secure additional grant funding through SWEEP.

DISCUSSION / PROPOSED ACTION:

Discussion and possible action to adopt Resolution 2026-02 – Support for Application Submittal to the CDFA OARS HSP & SWEEP Block Grant, Project: APP-2026-00000126 - Sacramento Valley SWEEP for Glenn, Colusa, Sutter, Yuba, Lake Counties.

ATTACHMENTS:

YES – Letter of support
Resolution

NOTES:

Moved: _____ 2nd: _____

Abstention: _____ Objection: _____

Re-cused: _____ Approved: O YES O NO



G L E N N C O U N T Y

R E S O U R C E C O N S E R V A T I O N D I S T R I C T

August 10, 2026

California Department of Food and Agriculture
Office of Agricultural Resilience and Sustainability
1220 N Street
Sacramento, California 95814

RE: Application ID #APP-2026-00000126,
Sacramento Valley SWEEP for Glenn, Colusa, Sutter, Yuba, Lake Counties

Dear CDFA Review Committee:

On behalf of the Glenn County Resource Conservation District (RCD), we are excited to submit this grant application to the California Department of Food and Agriculture, Office of Agricultural Resilience & Sustainability, Healthy Soils Program (HSP) & State Water Efficiency and Enhancement Program (SWEEP) Block Grants.

The Glenn County RCD Board is committed to lead the Sacramento Valley SWEEP for Glenn, Colusa, Sutter, Yuba, and Lake Counties Project and expand producer access to the State Water Efficiency and Enhancement Program. The collaboration will use an existing Memorandum of Understanding that spans this project area, allowing the "Sacramento Valley Durable Collaboration" to easily work together, share staff, and implement the farmer-facing program efficiently.

As discussions occurred to ensure SWEEP opportunities for the Sacramento Valley, it just made sense that Glenn County RCD offers its leadership in managing the SWEEP Block Grant. Knowing there are limited state funds, Glenn County RCD staff will manage it similarly to the CDFA Glenn County SWEEP Block Pilot Grant Program [#23-0666-000-SG], which they administered 30 projects, distributing \$4,670,753 to beneficiaries and implemented water conservation and energy savings practices across 2,482 acres efficiently; this work included outreach, application development, guidelines and review, contract management, technical assistance, and compliance reporting working with the Farmer-led Steering/Technical Ag Committee. In fact, implementation funds increased an additional \$670,753 from the original grant budget due to administrative staff efficiencies.

Collaborative structure will include –

- ✓ Lead Applicant / Block Grant Recipient / TAP Lead Organization – Glenn County RCD
 - Glenn County Ag Committee, a *standing committee* – all partnership counties may have an advisory role
- ✓ Subrecipient / TAP / Regional Leadership and Support – Colusa County RCD
 - Colusa, Sutter, Yuba Counties
- ✓ Contractor / TAP / Capacity Building – Yuba County RCD
- ✓ Contractor / TAP – Lake County RCD
- ✓ Technical Assistance – UC ANR-UCCE Community Education Specialists (based in Yuba and Glenn offices)

Since SWEEP inception, Glenn County RCD has delivered this program to farmers / ranchers in Glenn County and is excited to lead a regional approach. Collectively, the team is qualified and ready to serve all farmers, ranchers, Socially Disadvantaged Farmers and Ranchers (SDFRs), Severely Disadvantaged Communities (SDACs), and Disadvantaged Communities (DACs) in the five county area.

With thoughtful guidance from our Farmer-led Steering/Technical Ag Committee, we respectfully encourage you to consider this Project. The committee is made up of volunteer farmers, ranchers, certified crop advisors (CCAs), as well as our partner agencies, UCCE-Glenn County, USDA-Natural Resources Conservation Service (NRCS), Ag Department and more. We will ensure inclusion of all partnering counties, so they have an advisory role. Glenn County RCD trusts this Project will be implemented in a transparent manner with equity included every step of the way.

Thank you for this opportunity to continue serving our agricultural community where SWEEP is in high demand with 79+ interested farmers / ranchers ready to apply and receive incentives to implement water conservation and energy savings practices. If you have questions or need additional information, please contact me at (530) 934-4601 x5.

Best regards,



Gilbert Goedhart
President of the Board
Glenn County Resource Conservation District

cc Kandi Manhart-Belding, Executive Officer, Glenn County RCD

**BEFORE THE BOARD OF DIRECTORS OF THE
GLENN COUNTY RESOURCE CONSERVATION DISTRICT
GLENN COUNTY, CALIFORNIA
RESOLUTION NO. #2026-03**

* * * *

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Bond-Prop 4, which provides funds to the State of California and its political subdivisions for **State Water Efficiency and Enhancement Program (SWEEP)**; and

WHEREAS, the California Department of Food and Agriculture (CDFA) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program, and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out **APP-2026-00000126 - Sacramento Valley SWEEP for Glenn, Colusa, Sutter, Yuba, Lake Counties**;

NOW, THEREFORE, IT BE RESOLVED that the Glenn County Resource Conservation District:

1. Approved the filing of an application for “California Climate Bond-Prop 4” funding program; and
2. Certifies that said applicant has or will have sufficient funds to implement the project; and,
3. Certifies that funds under the jurisdiction of Glenn County Resource Conservation District are available to begin the project.
4. Certifies that said applicant will expend grant funds per grant agreement.
5. Appoints President, or Executive Officer, or Finance Officer, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing resolution was approved and adopted the 17th day of August, 2026 by the following vote:

AYES:
NOES:
ABSENTS:
VACANCY:

Vice President/Director, Brian Lohse
GLENN COUNTY RESOURCE
CONSERVATION DISTRICT

CERTIFICATION OF RESOLUTION

ATTEST:

I, Bruce Roundy, of the Glenn County Resource Conservation District, witness my hand or the seal of the Glenn County Resource Conservation District on the 17th day of August, 2026.

Director, Bruce Roundy
GLENN COUNTY RESOURCE
CONSERVATION DISTRICT

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

TO: Directors & Associate Directors

Agenda Item #: IX.--F.1.

FROM: Kandi Manhart-Belding

Meeting Date: August 17, 2026

DATE: August 13, 2026

☒ **Action Items**

☐ **No Action Requested**

TITLE OF TOPIC

SUBJECT: RCD PROJECTS & PROGRAMS UPDATE

F. Fuels Reduction and Fire Prevention Program

***ACTION** 1. *Discussion and possible action to approve Silhouette Farm and Forestry, LLC agreement for Professional Services needed to implement the Reforestation and Tree Planting [Funding source: CAL FIRE]

BACKGROUND:

For more detailed information, see Glenn County RCD website:

<https://www.glenncountyrcd.org/rfps-rfqs-request-for-proposals-qualifications>

Consultant to provide Reforestation and Tree Planting Services

Office Issued: June 4, 2026; Amended June 29, 2026

Submission Deadline: NEW August 3, 2026 at NOON (PST)

[Click here](#) for full RFQ!

[Click here](#) for Notice of intent to Award (PDF)

To ensure successful grant execution for the Small Landowner Forest Improvement Program with CAL FIRE, the RCD released a Request for Proposals (RFQ) to hire a Contractor(s) for Reforestation and Tree Planting Services.

The **First-Level Review (Screening)** occurred and 1 of 1 proposal passed Completeness. A **Review Committee**, made up of Kandi Manhart-Belding (RCD Executive Officer), one RCD staff member and a Registered Professional Forester (RPF) met August 4, 2026; after reviewing the qualified proposal it was recommended the award be made to the most qualified proposer to meet the needs of the project/RCD. A **Notice of Intent to Award** was posted and emailed to proposers on August 4, 2026, after legal review of process. Contract negotiations-in progress.

This agreement with Silhouette Farm and Forestry, LLC will help ensure goals and objectives are completed per policies and procedures. RFQ and Agreement template were reviewed by legal counsel and by insurance provider.

Moved: _____ 2nd: _____

Abstention: _____ Objection: _____

Re-cused: _____ Approved: **O YES** **O NO**

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

DISCUSSION / PROPOSED ACTION:

Discussion and possible action to approve Silhouette Farm and Forestry, LLC agreement for Professional Services needed to implement the Reforestation and Tree Planting.

ATTACHMENTS:

YES – Draft Agreement

NOTES:

Moved: _____	2 nd : _____
Abstention: _____	Objection: _____
Re-cused: _____	Approved: O YES O NO

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of August, 2026, by and between the Glenn County Resource Conservation District ("District") and Silhouette Farm & Forestry, LLC with its principal place of business at Medford, OR ("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties".

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional Contractor services required by District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **REFORESTATION AND TREE PLANTING SERVICES** to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to render such services for the **State of California Department of Forestry and Fire Protection (CAL FIRE) and Glenn County Resource Conservation District Grant Agreement #8GA23986, GLENN COUNTY SMALL LANDOWNER FOREST IMPROVEMENT PROGRAM** ("Project") as set forth in this Agreement, subject to any additional requirements, obligations, and timelines imposed by applicable grantor regulations and the Grant Agreement. Per Request for Qualifications and Proposal (RFQ/P) Page 4, Glenn County RCD may assign Contractor similar projects, or future project implementation.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Contractor services and advice on various issues affecting the decisions of District regarding the Project and on other programs and matters affecting District ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date first specified above to December 31, 2027, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines unless renewal is approved with written authorization from the District's Representative, Kandi Manhart, Executive Officer.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee of District. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Contractor has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of District. In the event that District and Contractor cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of District.

The key personnel for performance of this Agreement are as follows:

- A. Dinah Walker, Member, Operations Manager, Silhouette Farm & Forestry, LLC**
- B. Laura McNeal, Office Manager**
- C. Enrique Padilla, Field Manager/Foreman/Applicator**
- D. Fabian Cortes, Field Manager/Foreman/Inspector**
- E. Luis Cortes, Foreman/Inspector**
- F. Jose Blanco, Foreman/Inspector**
- G. Jose Armando Chavez, Foreman/Inspector**
- H. Raul Macias, Foreman/Inspector**
- I. Jose Angel Diaz, Foreman/Inspector**
- J. Hugo Aburto, Foreman**

- K. Heriberto Rangel, Foreman
- L. Jose Manual Cortes, Foreman
- M. Marcos Alonso, Foreman
- N. Eleazar Rubio, Foreman
- O. Juan Macias, Foreman
- P. Jose Luis Villa, Forman

3.2.5 District's Representative. District hereby designates **Kandi Manhart-Belding, Executive Officer**, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than District's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates **Dinah Walker, Member, Operations Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and sub-Contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and sub-Contractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to District for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions. Any employee of Contractor or its sub-Contractors who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner

affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

(a) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section. In addition, Contractor shall not allow any sub-Contractor to commence work on any subcontract until it has provided evidence satisfactory to District that the sub-Contractor has secured all insurance required under this section.

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(i) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, including products and completed operations, property damage, bodily injury and personal and advertising injury **with minimum limits of at least \$2,000,000 per occurrence**. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) **with minimum limits of \$1,000,000 per accident for bodily injury and property damage**.

(iii) **Workers' Compensation and Employer's Liability:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance **with a limit of not less than \$1,000,000 per accident for bodily injury and disease**.

(iv) **Professional Liability Insurance (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

(v) **Performance Guarantee (Performance and Payment Bonds):** A performance bond for 100 percent of each Phase / Task Order. This bond is one that is executed in connection with a Contract to secure fulfillment of all the Contractor's obligations under such Contract.

A payment bond for 100 percent of each Phase / Task Order. This bond is one that is executed in connection with a Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

Contractor will provide signed copies of the following before commencement of the work:

- Payment Bond (Materials and Labor) for each Phase / Task Order
- Performance Bond for each Phase/ Task Order

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

(c) Endorsements.

(i) The policy or policies of insurance required by Section 3.2.10(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance shall be endorsed to provide the following:

- (1) Additional Insured: District, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.
- (2) Primary Insurance and Non-Contributing Insurance: Contractor's insurance shall be primary and any other insurance, deductible, or

self-insurance maintained by the District, its officials, officers, employees, volunteers and agents shall not contribute with this primary insurance.

- (3) Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance
- (4) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (5) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (6) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees and agents. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and provide a copy to the District, but this provision applies regardless of whether or not an endorsement has been issued.
- (7) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the District, its officials, officers, employees and agents.
- (8) Claims Made Policies: If any of the required policies provide claims-made coverage: 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extend
- (9) Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(ii) The policy or policies of insurance required by Section 3.2.10(b) (iii) Workers' Compensation shall be endorsed, as follows:

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees and agents.
- (2) **Cancellation:** The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.

(d) **Deductible.** Any deductible or self-insured retention must be approved in writing by District and shall protect the District, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(e) **Evidence of Insurance.** Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) **Failure to Maintain Coverage.** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. District shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(g) **Acceptability of Insurers.** Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) **Insurance for Sub-Contractors.** Contractor shall be responsible for causing sub-Contractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding District as an Additional Insured to the sub-Contractor's policies.

SPECIAL RISKS OR CIRCUMSTANCES DISTRICT RESERVES THE RIGHT TO MODIFY THESE REQUIREMENTS, INCLUDING LIMITS, BASED ON THE NATURE OF THE RISK, PRIOR EXPERIENCE, INSURER, COVERAGE, OR OTHER SPECIAL CIRCUMSTANCES.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-Contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **seventy nine thousand four hundred dollars and no cents dollars (\$79,400.00)** without written approval of District's Executive Officer, Kandi Manhart. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and Services rendered by Contractor. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement and any applicable federal or state grant funds (if Project is funded wholly or partially through grant or similar funds), review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative, Kandi Manhart, Executive Officer.

3.3.5 Rate Increases. In the event that the rates set forth in Exhibit "C" may be adjusted no rates shall be adjusted without written authorization from the District's Representative, Kandi Manhart, Executive Officer.

3.3.6 Funding Requirements. It is mutually understood between the parties hereto that this Agreement may have been entered into prior to the appropriation of funds in

order to avoid delays. This Agreement is valid and enforceable only if sufficient funds are made available to the District and may be terminated in the sole discretion of the District in the event funding is unavailable or reduced. This Agreement is subject to any additional restrictions, limitations, conditions or statutes enacted by the Federal government, the State or any public agency with jurisdiction that may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds or terminated at the District's discretion.

3.3.7 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more. Therefore, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractor performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof,

at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to District through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: **SILHOUETTE FARM & FORESTRY, LLC
ATTN: DINAH WALKER, MEMBER, OPERATIONS MANAGER
P.O. BOX 4058, MEDFORD, OR 97501
(541) 535-2626
SILHOUETTEFF@GMAIL.COM**

District: **GLENN COUNTY RESOURCE CONSERVATION DISTRICT
132 N ENRIGHT AVENUE, SUITE C
WILLOWS, CA 95988
ATTN: KANDI MANHART, EXECUTIVE OFFICER
530-934-4601 x5
KANDI@GLENNCOUNTYRCD.ORG**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

(a) Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all sub-Contractors to agree in writing that District is granted an exclusive and perpetual license for any Documents & Data the sub-Contractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such

representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by District. District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk.

(b) Intellectual Property. In addition, District shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement. District shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by District, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of District. Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of District. All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. District further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

(c) Confidentiality. Except as otherwise required by law all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of District, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District. Should Contractor receive a subpoena or court order related to this Agreement, the Services or the Project, Contractor shall immediately provide written notice of the subpoena or court order to District in order to allow District to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Contractor shall not respond to any such subpoena or court order until notice to the District is provided as required herein, and shall cooperate with the District in responding to the subpoena or court order.

(d) Infringement Indemnification. Contractor shall defend, indemnify and hold District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and sub-Contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 3.5.6 shall survive any expiration or termination of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Glenn County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement. Contractor will not be responsible for damages or be in default by reason of delays caused by factors beyond Contractor's reasonable control."

3.5.10 District's Right to Employ Other Contractors. District reserves the right to employ other Contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and sub-Contractors of Contractor, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District,

during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any sub-Contractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 Employment Adverse to District. Contractor shall notify District, and shall obtain District's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against District during the term of this Agreement.

3.5.24 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of District shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on District's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with District, is prohibited.

3.5.25 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.26 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

SIGNATURES ON FOLLOWING PAGE

**SIGNATURE PAGE TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
GLENN COUNTY RESOURCE CONSERVATION DISTRICT
AND
SILHOUETTE FARM & FORESTRY, LLC**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**GLENN COUNTY RESOURCE CONSERVATION
DISTRICT**

SILHOUETTE FARM & FORESTRY, LLC

Print Name: Kandi Manhart-Belding

Print Name: _____

Title: Executive Officer

Title: _____



Signature: _____

Signature: _____

Date: _____

Date: 8-10-2026

EXHIBIT "A"
SCOPE OF SERVICES

REQUEST FOR QUALIFICATIONS AND PROPOSAL

**See Seeking Consultant to provide Reforestation and Tree Planting Services, Office
Issued June 4, 2026, Amended June 29, 2026.**

**SEE PROPOSAL SUBMITTED BY SILHOUETTE FARM & FORESTRY, LLC
DATED AUGUST 3, 2026.**



P.O. Box 4058, Medford, OR 97501
(541)535-2626 (p) • (541)535-2333 (f)
silhouetteff@gmail.com

EIN: 46-5668723, DUNS: 117414710, CAGE: 8PYZ6
UEI: YVLNQANHPLG3, DINAH WALKER, AUTHORIZED REPRESENTATIVE

**TECHNICAL PROPOSAL SUBMITTED TO:
GLENN COUNTY RCD - REFORESTATION & TREE PLANTING**

AUGUST 3, 2026

Greetings Ms. Manhart and Members of the Selection Committee:

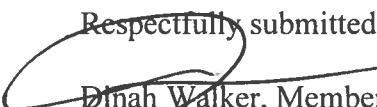
Silhouette Farm & Forestry, LLC is a small business headquartered in Phoenix, Oregon, is pleased to submit this Statement of Qualifications and technical proposal to provide professional reforestation and tree planting services for the Glenn County RCD's 2026 private-lands reforestation effort within the Mendocino National Forest footprint.

We understand the scope requires planting approximately 100,000 container-grown conifer seedlings across up to 26 non-contiguous private parcels in western Glenn County. The Glenn County RCD will furnish seedling procurement, project scheduling, landowner coordination, environmental compliance, and contract administration. Silhouette will be solely responsible for all on-the-ground planting activities in strict accordance with approved project designs, the Tree Planting Standards and Quality Requirements, CEQA documentation, CAL FIRE Forest Practice Rules, grant conditions, and Best Management Practices for soil, water, and biological resource protection.

Silhouette brings extensive experience in large-scale manual planting of container stock on steep, post-fire, and remote Western Forest sites. We have successfully completed comparable federal and private-land reforestation contracts for the Bureau of Land Management and other landowners, consistently meeting or exceeding survival and quality standards while adhering to tight seasonal windows. Our crews are trained, supervised, and equipped to mobilize efficiently between non-contiguous units, handle seedlings with care from cooler to hole, and deliver high-quality planting under variable field conditions. We are prepared to begin work within the designated planting window, maintain the required daily production rates, and coordinate closely with RCD field personnel and project managers. All current licenses, insurance certificates, and professional credentials are up to date and available upon request.

We appreciate the opportunity to partner with the Glenn County RCD in restoring resilient forests on private lands affected by the Ranch Fire and August Complex. We look forward to discussing our approach further.

Respectfully submitted,


Dinah Walker, Member
Silhouette Farm & Forestry, LLC

Qualifications

Silhouette Farm & Forestry has had a successful fifth year venture into forestry. Our past with agriculture work prepared our business strategy, and our work force strategy, with the government programs for foreign workers and our ability to complete contracts. We have navigated the H2B process and completed several Government projects from late 2020 to current. Much of the work included herbicide applications and tree planting in forest or rangeland settings, some work included hand cutting, chipping, and cutting with piling. Our very experienced group of employees and managers have been working for years in the forestry industry before coming to Silhouette. We believe we can provide crews to aid in completing projects that are desired, do so in a professional manner with high quality work, and at competitive prices. Silhouette can supply up to 4 crews of 4 to 20 people each with professional foreman and managers to complete our contract work. Our workforce will normally be available from March through November of each year. We have no doubt that we can successfully complete this project in a timely manner with a high regard to quality if given the chance to perform.

Silhouette Farm & Forestry, LLC is a woman-owned small business established in 2014 and based in Phoenix, Oregon. The company specializes in forestry services, including large-scale reforestation, manual planting of container and bare-root stock, vegetation management, hazardous fuels reduction, and related land-management activities. We hold current federal contractor status (UEI YVLNQANHPLG3, CAGE 8PYZ6) and have performed substantial work under Bureau of Land Management Western Oregon silviculture and fuels-reduction indefinite-delivery contracts.

Our experience directly aligns with the minimum qualifications required for this RFQ. We routinely plant tens to hundreds of thousands of container-grown seedlings annually on steep, rocky, brushy, and post-disturbance sites comparable to the Glenn County private parcels within the Mendocino National Forest. Crews are experienced in navigating non-contiguous ownerships, coordinating access with private landowners, and adjusting daily operations to terrain, weather, and site-preparation conditions.

Silhouette maintains a proven ability to coordinate effectively with both field personnel and project managers. Daily communication protocols include morning briefings with RCD representatives or designated foresters, real-time production reporting, and end-of-day quality summaries. We have successfully completed multi-unit planting contracts on schedule, delivering final inspection reports, planting maps (GPS-tagged where required), and survival/quality documentation that met or exceeded contract standards. Challenges such as delayed seedling delivery, unexpected residual vegetation, or adverse weather have been resolved through proactive crew reallocation, temporary cooler capacity expansion, and close collaboration with contracting officers to adjust sequencing without compromising quality or timelines.

All required permits, licenses, and credentials are current and documented in the attachments. Copies are provided as exhibits to this proposal.

Silhouette demonstrates clear experience in large-scale reforestation and manual planting. Representative comparable projects include multiple task orders under BLM Western Oregon silviculture IDIQs involving manual planting of container stock on post-fire and harvest units, often on non-contiguous blocks requiring daily mobilization. Production rates, quality control, and final deliverables on these projects consistently satisfied agency inspection criteria. Our crews are trained in proper dibble or hoe planting techniques for container seedlings, correct root orientation, soil firming, and microsite selection to maximize survival in Mediterranean-climate foothill and mountain environments similar to western Glenn County.

Communications

Our daily objective is always “over communicate.” From the initial task order receipt, to getting the specifications and maps to our estimators, proposal writing, pricing, and post award logistics, priority is made to communicate. Our in-office staff will make sure all necessary information has been provided to the crew and the client before a project starts. Times and meeting places will be confirmed for the project to start as smooth as possible. Our managers and supervisors will be on site as long as necessary to make sure everything is being interpreted as specified within the order. Daily communication between foremen and project supervisors will happen as crews begin to progress through the work units so any changes can be made immediately. As the crew obtains a strong understanding of how the land owner supervisor/inspector sees the specifications, work will be executed safely and efficiently. In the case communication is not happening or a strong miscommunication is occurring, managers and supervisors will be notified and return to the project. Dinah will be involved in correcting any issues if necessary.

Project References

Seedling Planting

Circleville Plant – 112444325F0011 – 3/26/25-4/4/2025 – Bare Root Plant

Silhouette completed the planting of 346 acres of bare root planting for the USDA FS - Monongahela NF, WV. The planting crew planted hardwood seedlings (2-0) at a rate of around 100-190/acre, at approx. 20' x 20' and 15' x 15' spacing. Silhouette provided seedling transportation and quality control measures. All work was completed within the desired time frame and full payment of \$56,744.00 was received. Jeff Kochenderfer was the COR and can be reached at 304-257-4488, Jeffrey.kochenderfer@usda.gov

West TN Habitat – 140F0S24P0024 – 11/6/24-3/21/25 – Hack & Squirt/Planting

Silhouette completed 1,480 acres of hack & squirt and planted 106,000 seedlings for the West TN Natural Wildlife Refuge, near Henning, TN. Non-desirable trees, 2-6" DBH, and oaks between 6-12" DBH, within several hardwood plantations were cut, and treated using the hack & squirt method. Cuts were made every 3" DBH and Arsenal was applied. The underplanting of 2 red oak species occurred at a rate of 302 TPA at a spacing of 12' x 12'. All work was completed successfully and full payment of \$410,130.00. Demetra Rust was the project lead and can be contacted at 731-287-0650, Demetra_rust@fws.gov

Panther Ridge Plant – 112444325F0012 – 3/24/25-3/26/25 – Bare Root Plant

Silhouette completed the planting over 72 acres of bare root planting for the USDA FS - Monongahela NF, WV. The planting crew planted bareroot seedlings at a rate of 150 TPA at approx. 17' x 17' spacing. Silhouette provided seedling transport and observed all quality control measures. All work was completed within the desire period of performance and full payment of \$11,808.00 was received. Jeff Kochenderfer was the COR and can be reached at 304-257-4488, Jeffrey.kochenderfer@usda.gov

242 Fire Restoration – N/A – 4/7/25-4/14/25 - Planting

Silhouette provided multiple crews to complete the planting of 200,080 seedlings for the Klamath Watershed Partnership. All planting met inspection criteria and the desired time frame was met. Spot selection, tree handling, care, and seedling transport met the contract specifications. All planting was completed satisfactorily for a total of \$76,030.40. Leigh Ann Vradenburg was the project lead and can be reached at 530-673-0734, lvradenburg@klamathpartnership.org

Bootleg Plant – N/A – 4/15/25-4/29/25 – Planting

Silhouette provided multiple crews to complete the planting of 409,162 seedlings for the Klamath Watershed Partnership in Oregon. All planting met inspection criteria and the desired time frame was met. Spot selection, tree handling, care, and seedling transport met the contract specifications. All planting was completed satisfactorily for a total of \$155,481.00. Leigh Ann Vradenburg was the project lead and can be reached at 530-673-0734, lvradenburg@klamathpartnership.org

Granite Mtn. Plant – N/A – 4/10/25-4/18/25 – Bareroot/Sagebrush Planting

Silhouette provided one crew to complete the planting of 32,400 bare root, 6,500 container stock, and 2,600 sagebrush seedlings for the Nevada Dept. of Wildlife. All planting met inspection criteria and the desired time frame was met. Spot selection, planting spot preparation, tree handling, care, and seedling transport met the contract specifications. All planting was completed satisfactorily for a total of \$33,834.90. Samuel Hughes was the project lead and can be reached at 775-443-8546, sahughes@ndow.org

Halfway Hill Plant – 1240LS25F0004 – 5/20/25-5/22/2025 – Planting

Silhouette provided one crew to complete the planting of 15,521 seedlings for the USDA FS – Fishlake NF, Utah. A 12" x 12" scalp was created in preparation for the planting. The crew had to walk-in a ½ mile to 3 miles to access the various planting units. All planting quality control was self-inspected, meeting all criteria and the desired time frame. Spot selection, tree handling, care, and seedling transport met the contract specifications. All planting was completed satisfactorily for a total of \$16,716.00. Nic Wood was the COR and can be contacted at 435-896-1027, Nicholas.wood@usda.gov. Pavel Pluhar was the secondary point of contact and can be reached at 435-421-4056, pavel.pluhar@usda.gov

Green Diamond Planting - 4/30/25 -

Silhouette provided 5 crews to complete the planting of 798,725 seedlings Green Diamond Resource Co. All planting met inspection criteria and the desired time frame was met. Spot selection, tree handling, care, and transport met the contract specifications. All planting was completed as desired for a total of \$282,735. Justin Kostick was the project lead and can be reached at 707-496-1240, jkostick@greendiamond.com

Buck Ridge Planting – 127EAU25F0013 - 8/19/25-8/25/25 – Planting

Silhouette provided 1 crew to complete the planting of 60,000 seedlings over 300 acres for the USDA FS, Kaibab NF in Arizona. All planting met inspection criteria and the desired time frame was met. Spot selection, tree handling, care, and transport met the contract specifications. All planting was completed as desired for a total of \$29,892.00. Nora Shelley was the COR and can be reached at 928-643-8195, nora.shelley@usda.gov

Pike Fall Plant – 1240LQ25P0013 – 8/7/25-8/13/25 – Planting

Silhouette provided 1 crew to complete the planting of 68,206 seedlings over 509 acres for the USDA FS, Pike NF in Colorado. All planting met inspection criteria and the desired time frame was met. Spot selection, tree handling, care, and transport met the contract specifications. All planting was completed as desired for a total of \$32,866.00. Kristopher Smith was the COR and may be reached at 971-333-4141, Kristopher.smith@usda.gov

P. Schneider Plant – 735-290-25 – 11/12/2025-11/12/2025 – Shrub Planting

Silhouette provided 1 crew to complete the planting of 10,000 shrub seedlings for the Oregon Dept. of Fish & Wildlife. All planting met inspection criteria and the desired time frame was met. Spot selection, tree handling, care, and transport met the contract specifications. All planting was completed as desired for a total of \$13,400.00. Daniel Somers was the project lead and may be reached at 541-318-7972, Daniel.j.somers@odfw.gov

Carson Plant – 127EAV26F001 & 127EAV26F002 – 10/22/25-11/4/25 – Planting/Shelter Install

Silhouette provided 1 crew to complete the planting of 122,500 seedlings and install 80,000 shelters for the USDA FS, Carson NF, New Mexico. All planting and shelter installation met inspection criteria and the desired time frame was met. Spot selection, tree handling, care, and transport met the contract specifications. All work was completed as desired for a total of \$512,100.00. Sabastian Arellano was the COR and may be reached at Sabastian.arellano@usda.gov. David Watson was the CO and may be reached at 480-204-9319, David.l.watson@usda.gov

Schultz Fire Plant – 12363N24F4183 – 8/19/24-8/24/24 – Plant/Shelter Install

SIL completed the planting and shelter installation over 280 acres for the Coconino NF, Arizona. 42,000 ponderosa pine seedlings were planted, and 14,000 tree shelters were installed. Seedlings were properly planted, handle with care, and the shelters were all installed. Quality Control was prioritized and full payment was received for a total of \$46,154. Mark Nabel was the project lead and can be reached at 928-864-7417, mark.nabel@usda.gov

Ravenswood Plant – 140L3924P0159 – 11/4/24-11/7/24 – Brush Plant

SIL completed the planting of 230 acres (50,000 seedlings) of 1 year-old Bare Root Stock, big sagebrush, and (50,000 seedlings) antelope bitterbrush, 436 plants per acre at 10' x 10' spacing for the BLM, Nevada.. A refrigerator truck was utilized for seedling transport, insulated trailers were used to transport seedlings to the planting units. All quality control measures were followed and full payment was received at \$66,815. Robert Burdick was the project lead and can be contacted at 775-635-4175, rburdick@blm.gov

242 Fire Restoration – N/A – 4/3/24-4/13/2024

Silhouette provided 3 crews to complete the planting of 445,504 seedlings for the Klamath Watershed Partnership. All planting met inspection criteria and the desired time frame was met. Spot selection, tree handling, care, and seedling transport met the contract specifications. All planting was completed satisfactorily for a total of \$160,381. Leigh Ann Vradenburg was the project lead and can be reached at 530-673-0734, lvradenburg@klamathpartnership.org

Green Diamond Planting – 5883-1 & 2532-1 – 5/1/23-5/23/2023 - 4/15/24-5/17/24

Silhouette provided 7 crews in 2024 to complete the planting of 2,029,430 seedlings for a total of \$650,000. Silhouette provided 4 crews in 2023, to complete the planting of 1,680,329 seedlings for Green Diamond Resource Co. All planting met inspection criteria and the desired time frame was met. Spot selection, tree handling, care, and transport met the contract specifications. All planting was completed in less than a month for a total of \$537,705. Justin Kostick was the project lead and can be reached at 707-496-1240, jkostick@greendiamond.com

FY24 Fill-in Plant/Wolf Run – 12444324F0013/0010 – 4/3/24-4/25/24

Silhouette provided 1 crew to complete the planting of 339 acres for the Monongahela NF in WV. All planting met inspection criteria and the desired time frame was met. Spot selection, tree handling, care, and transport met the contract specifications. All planting was completed in less than a month for a total of \$52,884.00. Jeff Kochenderfer was the project lead and can be reached at 304-257-4488, Jeffrey.kochenderfer@usda.gov

South Coy Plant – 140L0724P0019 – 11/5/24-11/11/24 – Plant/Wrap

SIL completed the bareroot wrapping and planting of 50,000 Wyoming Sage and 50,000 Winterfat seedlings for the BLM, Idaho. Three primary planting units totaling 252 acres were planted with Winterfat, at 15' x 15' spacing, and 33 acres of Wyoming sage at 5' x 5' spacing. Scalping, quality control, and tree care were prioritized. All planting passed inspection and full payment was received at \$72,800. Cameron Sponseller was the lead contact for the project and can be reached at 208-384-3460, csponseller@blm.gov

Baccarat Plant – N/A – 11/13/24-11/16/24 – Shrub Planting

SIL complete the planting of 51,000 seedlings for the Nevada Department of Wildlife. All seedlings were planted on 12-foot centers. Seedlings were transported, handled, and planted with care. Quality control, safety, and crew organization were prioritized. Full payment was received for a total of \$40,916. Katie Andrie was the project lead and can be reached at 775-688-1145, kmandrie@ndow.org

Project Approach

Silhouette will supply one to three crews of 11 to 15 people for the planting work on this contract. The crews will each include a non-working foreman who is responsible for crew organization, communication, quality control, and safety. A separate inspector will be with each crew to record quality control. The crews will have a 4x4 15-passenger van, an insulated tree trailer for hauling seedlings, the required PPE, planting shovels/hoedads, lined planting bags, water, and dip buckets, if needed, and GPS devices. The crew will have an ATV/UTV to assist in transportation if needed. Silhouette's crews normally work 6 to 9 hours per day, 5 to 6 days per week with Sunday off. Weekend work will be at the approval of the land owner. The intent is for crew members to work approximately 40 hours per week. The actual time of day the work will proceed will be dependent on weather conditions. Silhouette will work at the time of day which will provide the best suitable conditions for seedling survival.

No major services are planned for subcontracting. All planting labor, supervision, seedling handling, transportation, and quality control will be performed by Silhouette personnel. If specialized support (e.g., temporary cooler capacity or limited equipment rental) is required, it will be obtained from established vendors with prior working relationships; any such arrangement will be disclosed immediately and will not diminish Silhouette's direct responsibility for quality and schedule.

Planting

The crew will work together in a line format to cover the planting area in a systematic manner. The Foreman will be in constant contact with the area representative so the crew quality can be closely monitored and improved if necessary. Foreman's duties will include making random checks of tree spacing and will be randomly digging trees to check root quality behind individual planters, and moving throughout the crew testing trees for firmness, site preparation, planting depth, and other above ground criteria. The foreman will make verbal commands to crew members to achieve quality results. Corrective actions may include the suspension of individual crew members or the entire crew for the rest of the work day and if it becomes necessary the replacement of individual members or the entire crew for the remainder of the contract. Silhouette foreman or inspector will be taking 1/50th acre plots using the system listed below.

Tree Care

1. Tree seedlings shall be protected at all times from drying, heating, smothering, freezing, crushing, drowning, abrasion, or contact with injurious substances.
2. Trees stored in boxes, bags or bundles shall not be exposed to direct sunlight. Punctured or torn bags or boxes shall be promptly resealed. Containers of trees shall be opened only in full shade. Trees shall not be removed from shipping containers until needed for preparation for planting. Trees bundled with burlap will remain covered until removed from the planting bag for planting. Seedlings removed from cold storage facilities shall not be allowed to stand or lay in water or snow or be covered with snow. Trees placed in "caches" will be completely covered by a space blanket.
3. Trees in planting bags shall have only their tops exposed and shall not be removed from planting bags until immediately before planting in a prepared hole. Seedlings carried in planting bags shall not exceed the amount that can be carried or removed without injury, or which can be planted before critical heating or drying occur. Seedlings shall be gently removed, one at a time, to prevent stripping or other injury, and quickly and gently inserted into the planting hole.
4. Tree seedlings shall be planted without further root or top pruning or culling. If pruning or culling appear necessary, or if mold, dry roots, evidence of injury or drying is seen, the condition shall immediately be reported to the area representative.

Spacing

Trees shall be planted to the boundary of all planting areas and around the perimeter of unplantable areas in spots distributed at intervals prescribed. For Individual trees, the specified average spacing may be varied to find a suitable planting spot. If the planter is unable to make a hole deep enough to accommodate a seedling with 3 attempts in the scalp, he will attempt to plant in the next closest plantable spot. Shade locations will be selected by the planter to use as planting spots within the spacing variance.

Spot Selection, Preparation, Placement

Whenever possible, planting spots shall be prepared where stumps, logs, dead brush and terrain features provide partial protection from sun, wind, animals, loose debris and other agents detrimental to tree survival and growth. Normally the north to east side of these items would be chosen for planting locations. Prior to planting the seedling, workers shall clear the planting spot of all limbs, logs, snow, bark, rotten wood, rocks and other loose debris. The worker shall scalp ash, duff, sod, crowns of living plants, roots, and other materials unsuitable for tree growth to expose moist mineral soil and to facilitate proper planting and growth of seedlings. The seedlings shall be placed in the hole with roots in a near natural arrangement at a depth that after filling, firming, and leveling, the soil comes to a point even with, or up to 1 inch above the root collar of the tree. No portion of the roots shall be exposed. The roots shall not be doubled up, twisted, spiraled, or bunched. The root system shall be aligned with the axis of the planting hole with all roots in a near natural configuration.

Filling and Firming

Moist mineral soil shall be filled in and firmed around tree roots. Dry soil, ash, organic matter, rock, and other foreign material shall be kept out of holes. Soil shall be filled in and firmed so no loose soil or air pockets remain and the tree is as firmly planted as soil conditions will allow. The planter shall not wedge the sides of the hole. Firming the soil around the tree shall be done in a manner that assures the tree and root systems are not damaged. After planting, the tree stem shall be erect.

Quality Control Planting

One of the most important procedures to be accomplished for excellent quality results, will be a direct communication between our foreman/inspector and the district inspector. All districts have unique problems and conditions which affect the survival of planted seedlings, and all individuals have different ideas and interpretations of the specifications. At the start of the project, we will want our Foreman to accompany the government inspector while inspections are in progress. The purpose will be to make sure our planters meet the district requirements and our foreman "looks at the specifications" in the same way as the district inspector. This process has worked well in areas that are willing to be open and communicative.

Mobilization between non-contiguous units will be planned daily based on RCD-provided sequencing, landowner access windows, and weather. Crews will be staged to minimize travel time while maintaining production. Environmental protection measures—including avoidance of sensitive areas, proper disposal of materials, and adherence to wet-weather restrictions—will be enforced continuously.

This systematic approach ensures high survival potential, full compliance with all regulatory and contractual requirements, and efficient delivery of the approximately 100,000 seedlings within the available planting season.

Staff to be Assigned

Key personnel and Organization

<u>Person</u>	<u>Position</u>	<u>Years of Experience</u>
Dinah Walker	Member, Operations Manager	20+
Laura McNeal	Office Manager	10+
Enrique Padilla	Field Manager/Foreman/Applicator	25+
Fabian Cortes	Field Manager/Foreman/Inspector	11+
Luis Cortes	Foreman/Inspector	11+
Jose Blanco	Foreman/Inspector	11+
Jose Armando Chavez	Foreman/Inspector	7+
Raul Macias	Foreman/Inspector	11+
Jose Angel Diaz	Foreman/Inspector	9+
Hugo Aburto	Foreman	4
Heriberto Rangel	Foreman	4
Jose Manual Cortes	Foreman	4
Marcos Alonso	Foreman	4
Eleazar Rubio	Foreman	3
Juan Macias	Foreman	3
Jose Luis Villa	Foreman	3

Equipment

25 Chevy or GMC, MSPA registered, Vans and Pickup Trucks
300 Stihl model no. 461 and 261 chainsaws
4 Rhino Yamaha ATVs
1 Bandit 14-inch capable chipper
200 Planting bags, hoes, and shovels
350 Firefighting hand tools, shovels, hazel hoes, pulaskis, mcleods
100 Backpack sprayers
50 Pruning saws
15 Utility trailers
3 Dodge 2021 Ram 4500's 4x4 Batch Trucks with 500-gallon tanks
1 Dodge 2021 Ram 3500 4x4 Batch Truck with 500-gallon tank
2 Dodge 2021 Ram 4500's 4x4 Water Tenders with 1,000-gallon tanks
Batch trucks have tanks with agitation pump, automatic hose reel,
1500 feet of 800psi ¾ inch spray hose, and D50 Hydro Pump
4 Water Trailers, 1,000 gallon, 2 Water Trailers, 500 gallons
2018 Yanmar Tracked Dump C50R – 300 Gallon Batch Tank

Staff Management Plan

Silhouette has a basic organizational structure which allows for 24/7 communication between office staff, managers, and crew foremen. Responsibilities are divided accordingly from bidding, pricing, contract inception, contract planning, and execution. Dinah Walker, sole member of Silhouette, is the main point of contact between government/project personnel, office staff, and field operations. Any communication is then allocated to the appropriate employee depending on the exact nature of the situation. Office phones are transferred at the end of the day to personal cell phones for safety, and to ensure no delays occur in communication. As soon as a contract is awarded, a thorough understanding of insurance requirements, project bonds, licensing, permits, and supplies (e.g. chemicals, GPS requirements, hotel accommodations, etc.) are ordered and prepared at our shop location, and dispatched. Pre-works, or other necessary meetings are scheduled accordingly, and the period of performance is taken into consideration before proposals are sent. Timing of contracts are understood and priority is made depending on the schedule of the client, weather, and fire conditions. Crews are supplied with the appropriate tools/equipment, and supplies for project commencement.

The first day on site, communication is the most important in understanding the specifications, and ensuring everyone is “on the same page.” A tailgate safety meeting, calibration of equipment, and strategy is discussed daily or when the crew begins a new unit.

Safety Plan

Prior to the start of field activities, all planting crew members will participate in a “tailgate” safety briefing conducted by the crew supervisor to review potential hazards associated with reforestation work and the procedures used to mitigate those risks. Driving to and from project sites presents several hazards, including traffic from recreational users, logging operations, pedestrians, wildlife, and ATVs. Crew members will operate vehicles defensively, maintain safe speeds, and always remain alert, particularly on forest roads that may be narrow with limited visibility around corners. Drivers will also be cautious of potholes, washboards, loose gravel, dust, fallen limbs, rocks, and native-surface roads that may become extremely slippery when wet. Only trained and authorized personnel will operate company vehicles, and cell phone use while operating a vehicle will be prohibited except for emergency communication through hands-free methods when safe to do so. Foot travel within planting units also presents hazards due to uneven terrain, logging slash, downed trees and limbs, barbed wire fences, wet or muddy ground, loose bark, and low branches or needles that may contact the eyes. Crew members will maintain situational awareness while walking and planting, use caution when stepping over logs or slash, and avoid rushing through hazardous terrain. Appropriate footwear with good traction and ankle support will be required to reduce slips, trips, and falls.

Workers may encounter wildlife and insects during field operations. Potential hazards include black bears, cougars, nesting goshawks, and stinging insects such as bees, wasps, hornets, and horseflies, as well as ticks. Crews will be trained to remain calm during wildlife encounters, maintain a safe distance, and notify supervisors if aggressive wildlife activity is observed. Workers will also be encouraged to check for ticks regularly and report any insect nests that may pose a risk so the area can be avoided. Poison oak will be avoided as much as possible.

Weather conditions can change rapidly and present additional risks including lightning, thunderstorms, high winds, intense sun exposure, rain, or snow. Supervisors will monitor weather forecasts and adjust work activities as needed to ensure crew safety. During lightning storms or high winds, work will be suspended and crews will move to safe areas. Workers will be encouraged to wear appropriate clothing, use sun protection, and stay hydrated to prevent heat-related illnesses. Supervisors will also monitor crew members for signs of fatigue, heat exhaustion, or hypothermia and ensure that regular breaks, adequate hydration, and proper layering of clothing are practiced.

Because planting work often occurs in remote areas with limited or no cellular coverage, clear communication procedures will be established prior to beginning work. Each crew will maintain reliable communication devices such as radios or satellite communication (Starlink) where necessary, and the crew supervisor will maintain daily check-in procedures. Emergency procedures will be reviewed with all employees, including directions to the nearest medical facilities. In the event of an injury in a remote or roadless location, the contractor will implement an emergency medical evacuation plan which may include transporting the injured worker to the nearest accessible road using crew support, contacting emergency services via radio or satellite device, and coordinating evacuation with local emergency responders. All crews will carry first aid kits and at least one crew member will maintain current first aid and CPR certification. A contract specific safety plan will be created for all awarded work. This safety plan will be made available to all pertinent parties.

All employees will be trained in the safe operation and use of equipment prior to performing work. Personal Protective Equipment (PPE) will be provided, maintained in a sanitary and reliable condition, and used whenever hazards are present that could cause injury. Defective or damaged PPE will not be used and will be replaced immediately. Required PPE may include hard hats meeting ANSI Z89.1-1997 standards in areas where falling or flying objects may occur, eye protection meeting ANSI Z87.1-2003 standards where eye injury hazards exist, and hearing protection where exposure to high noise levels such as chain saw operation occurs. Employees will wear appropriate foot protection that provides adequate traction and ankle support, and workers operating chain saws will be provided, at no cost to the employee, with approved

chain saw chaps that meet Underwriters Laboratory approval or Forest Service specification 6170-47. These chaps will cover the full length of the thigh to the top of the boot on each leg and will be worn during all saw operations. Through training, proper supervision, and adherence to these safety practices, the contractor will maintain a safe working environment for all crew members during planting and reforestation activities. Proper stretching, and lifting techniques will be covered at the tailgate safety meeting.

Cost Estimate: See Attached

Crew Capacity and Schedule

Silhouette will begin work as agreed, communications will occur to set a mutually agreeable date when weather, access, and planting conditions allow, expected to be mid-September. Each planter will plant approximately 1,000 trees per day, based on site conditions and access. Thus, the entire project (100,000 seedlings) will be completed within 2 crew work weeks, with 1 crew. If needed, additional personnel or crew may be added to ensure the project is completed as desired. All work will be completed within the allotted period of performance, as weather permits. All work will be completed by 12/31/27. Silhouette will be flexible as to when the planting needs to occur as the landowners and Glenn County are prepared.

Conflicts of Interest Disclosure

Silhouette Farm & Forestry, LLC, its owners, officers, and key personnel have no known conflicts of interest, financial or otherwise, with the Glenn County Resource Conservation District, its staff, board members, or any landowners participating in this project. We are not aware of any relationships that could impair our ability to perform the work impartially and in the best interest of the RCD and the project.

9. Debarment or Disqualification Statement

Silhouette Farm & Forestry, LLC hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local department or agency. The company is in good standing with all relevant contracting authorities and maintains current registration in the System for Award Management (SAM)

Silhouette Farm and Forestry References

Agency	State	General Area	Work Type	Acres or Quantity	\$ Amount	Start Date	End Date	Contact #2 C.O.R	Phone	Email	Contract #
			Tree or Brush Planting								
BLM	OR	Shady Cove	Brushing/Scalping	2,248/587 ac.	\$ 1,125,458	10/3/2024	11/18/2025	Chad Vetter	541-531-7735	clvetter@blm.gov	140L4324F0011
Payette/Boise NF	ID	Boise	Boundary Maint	30 miles	\$ 77,700	7/8/2025	7/18/2025	Randy Peppersack	208-859-4209	randall.peppersack@usda.gov	1240L724F0065
Monongahela NF	WV	Circleville	Bare Root Plant	346 ac.	\$ 56,744	3/6/2025	4/4/2025	Jeff Kochenderfer	304-257-4488	jeffrey.kochenderfer@usda.gov	112444325F0011
Monongahela NF	WV	Lewisburg	Bare Root Plant	72 ac.	\$ 11,808	3/24/2025	3/26/2025	Jeff Kochenderfer	304-257-4488	jeffrey.kochenderfer@usda.gov	112444325F0012
Klamath Ptnshp.	OR	Klamath Falls	Plant	200k trees	\$ 76,030	4/7/2025	4/14/2025	Leigh Ann Vradenburg	530-673-0734	lvradenburg@klamathpartnershship.org	N/A
Klamath Ptnshp.	OR	Klamath Falls	Plant	409k trees	\$ 155,481	4/15/2025	4/29/2025	Leigh Ann Vradenburg	530-673-0734	lvradenburg@klamathpartnershship.org	N/A
NDOW	NV	Gerlach	Plant	39k trees	\$ 33,834	4/10/2025	4/18/2025	Sam Hughes	775-443-8546	sahughes@ndow.org	N/A
Fishlake NF	UT	Filmore	Plant	15.5k trees	\$ 16,716	5/20/2025	5/22/2025	Nic Wood	435-896-1027	nicholas.wood3@usda.gov	1240L525F0004
Green Diamond	OR	Klamath Falls	Plant	798k trees	\$ 282,735	4/30/2025	5/25/2025	Justin Kostick	407-496-1240	jkostick@greendiamond.com	N/A
Kaibab NF	AZ	Jacob Lake	Plant	60k trees	\$ 29,892	8/19/2025	8/25/2025	Andy Stevenson	928-310-4075	andrew.stevenson@usda.gov	127EAU25F0013
Pike NF	CO	Woodland	Plant	509 ac.	\$ 32,866	8/7/2025	8/13/2025	Kristopher Smith	971-333-4141	kristopher.smith@usda.gov	1240LQ25P0013
Coconino	AZ	Flagstaff	Plant/Shelter	413 ac.	\$ 99,999	10/23/2025	11/3/2025	Mark Nabel	928-864-7417	mark.nabel@usda.gov	127EAU25F0026
ODFW	OR	Dayville	Plant	10k trees	\$ 13,400	11/12/2025	11/12/2025	Daniel Somers	541-318-7972	daniel.j.somers@odfw.oregon.gov	735-290-25
Carson NF	NM	Taos	Plant/Shelter	74k trees	\$ 230,000	10/22/2025	11/4/2025	David Watson	480-204-9319	david.i.watson@usda.gov	127EAV26F002
Klamath Ptnshp.	OR	Klamath Falls	Plant	1,400 trees	\$ 2,730	11/10/2025	11/10/2025	Leigh Ann Vradenburg	530-673-0734	lvradenburg@klamathpartnershship.org	N/A
Ottawa NF	MI	Watersmeet	Weeding Seed Bed	240K Lineal Ft.	\$ 83,760	8/13/2024	8/26/2024	Jeanne Ceckiewicz	906-358-4523	jeanne.ceckiewicz@usda.gov	12444624P0107
Bighorn NF	WY	Buffalo	Plant/Scalp	97,200	\$ 74,884	5/9/2024	6/8/2024	Sara Watters	608-234-7310	sara.watters@usda.gov	1240LN24C0003
KWP	OR	Klamath Falls	Plant	445k Trees	\$ 160,381	4/3/2024	4/13/2024	Leigh Ann Vradenburg	530-673-0734	lvradenburg@klamathpartnershship.org	N/A
Green Diamond CO.	OR	Klamath Falls	Plant	2.1 Million	\$ 676,698	4/15/2024	5/17/2024	Justin Kostick	707-496-1240	jkostick@greendiamond.com	N/A
Rio Grande NF	CO	South Fork	Plant	13,083 Trs.	\$ 12,821	9/26/2024	9/26/2024	Rachel Sanchez	719-655-6120	rachel.sanchez@usda.gov	12363N24F4146
Coconino NF	AZ	Flagstaff	Plant/Shelter	280 ac./93 ac.	\$ 46,154	8/19/2024	8/24/2024	Mark Nabel	928-864-7417	mark.nabel@usda.gov	12363N24F4183
BLM NV	NV	Battle Mtn.	Brush Plant	100,000 sdings	\$ 66,185	11/4/2024	11/7/2024	Robert Burdick	775-635-4175	r.burdick@blm.gov	140L3924P0159
BLM ID	ID	Kuna	Plant/Wrap	100,000 sdings	\$ 72,800	11/5/2024	11/11/2024	Cameron Sponseller	208-384-3460	csponseller@blm.gov	140L0724P0019
NDOW	NV	Reno	Plant	51,000 sdings	\$ 40,916	11/13/2024	11/16/2024	Katie Andrie	775-688-1145	kmandrie@ndow.org	N/A
Green Diamond CO.	OR	Klamath Falls	Plant	1.6 Million	\$ 537,705	5/1/2023	5/24/2023	Justin Kostick	707-496-1240	jkostick@greendiamond.com	N/A
Apache-Sitg. NF	AZ	Alpine	Plant/Sentry	1,590 ac.	\$ 177,834	10/25/2023	11/16/2023	Jessica Alexander	928-333-6290	jessica.alexander@usda.gov	127EAU23Q0014
Apache-Sitg. NF	AZ	Overgaard	Plant/Shelter	229 ac/11k	\$ 86,634	10/9/2023	10/23/2023	Dena Forrer	928-242-8789	dena.forrer@usda.gov	127EAU23P0031
BLM	NV	Winnemucca	Plant	350k Trees	\$ 164,972	10/23/2023	11/13/2023	Michael Campbell	775-623-1722	mmc Campbell@blm.gov	140L3923P0077
NDOW	NV	Reno	Plant	41k Trees	\$ 23,806	5/19/2023	5/24/2023	Tori Cernoch	775-688-1444	victoria.cernoch@ndow.gov	N/A
NDOW	NV	Winnemucca	Plant	58k Trees	\$ 46,284	5/8/2023	5/15/2023	Brittany Trimble	775-752-9076	bttrimble@ndow.gov	N/A
NDOW	NV	Battle Mtn.	Plant	267 Ac.	\$ 25,470	3/15/2023	3/17/2023	Caleb McAdoo	775-388-1914	cmcadoo@ndow.gov	N/A
Huron Manistee NF	MI	Wellington	Plant	700 Trees	\$ 49,850	4/10/2023	4/13/2023	Pat Laarman	231-848-7090	patrick.b.laarman@usda.gov	124444522F0055
Apache-Sitg. NF	AZ	Alpine	Plant/Shelter	759 Ac.	\$ 110,533	10/27/2022	11/5/2022	Jessica Alexander	928-333-6290	jessica.alexander@usda.gov	127EAU22P0043
BLM	OR	Malheur	Shrub Plant	1,075 Ac.	\$ 117,175	11/2/2022	11/9/2022	Kristen Munday	541-473-6254	kmunday@blm.gov	140L4322P0090
State of UT	UT	Logan	Plant	12K Tr	\$ 23,160	10/17/2022	10/18/2022	Morgan Mendenhall	435-752-8701	morganmendenhall@utah.gov	560 2300000034
Coconino NF	AZ	Flagstaff	Planting/Tube Install	137	\$ 93,708	8/22/2022	9/3/2022	Andy Stevenson	928-433-3861	andrew.stevenson@usda.gov	127EAU22P0057
Lincoln NF	NM	Capitan	Tree Plant/Shelter	400	\$ 139,950	8/15/2022	8/22/2022	Marisa Bowen	575-636-9451	marisa.bowen@usda.gov	127EAV22P0059
Santa Fe NF	NM	Jemez Spgs.	Shelter Removal	247	\$ 35,345	7/19/2022	7/22/2022	Karl Burmeyer	575-829-3535	karl.burmeyer@usda.gov	127EAV22P0024
Fishlake NF	UT	Sevier	Tree Planting	268	\$ 26,252	6/6/2022	6/14/2022	Kourtney Bradshaw	435-421-1595	kourtney.bradshaw@usda.gov	1240L522F0028
Green Diamond CO.	OR	Private Land	Tree Planting	6408	\$ 544,680	4/5/2022	5/4/2022	Justin Kostick	707-496-1240	kjkostick@greendiamond.com	1531-1
Huron Manistee NF	MI	Cadillac	Landscape Planting	15 sites	\$ 9,000	4/18/2022	4/19/2022	Pat Laarman	231-848-7090	patrick.b.laarman@usda.gov	12444521D0008
BLM	NV	Battle MT.	Tree Planting 50,000 TR	250	\$ 32,250	3/15/2022	3/19/2022	Ken Shedden	208-230-1085	kshedden@blm.gov	140L3922P0022
Apache-Sitg. NF	AZ		Tree Planting	143	\$ 24,882	10/27/2021	10/30/2021	Jessica Alexander	208-283-6897	jessica.alexander@usda.gov	127EAU21C0024
BLM	NV	Winnemucca	Tree Planting 386,400 TR	3800	\$ 199,424	9/25/2021	10/9/2021	Adam Toomey	775-445-7223	atoomey@blm.gov	140L3921P0123
Santa Fe NF	NM	Santa Fe	Planting/Shelter Rmvl	504 a./78k	\$ 179,640	9/15/2021	10/1/2021	Karl Burmeyer	575-829-3535	karl.burmeyer@usda.gov	127EAV21P0086
Lincoln NF	NM	Bear RD	Planting Shelter Inst./Rmv.	400/445	\$ 136,592	8/11/2021	9/30/2021	Marisa Bowen	575-682-3394	marisa.bowen@usda.gov	127EAV21C0015

ATTACHMENT B

SAMPLE COST SHEET TEMPLATE (Cost Per Tree)

Reforestation and Tree Planting Services

Contractor Name: SILHOUETTE FARM & FORESTRY, LLC.

Company Address: PO BOX 4058, MEDFORD, OR 97501

Contact Person: DINAH WALKER, MEMBER

Phone: 541-535-2626

Email: SILHOUETTEFF@GMAIL.COM

UNIT PRICE PROPOSAL

The Contractor shall provide a firm, all-inclusive unit price per tree planted. The unit price shall include all labor, supervision, equipment, tools, transportation, seedling pickup from CAL FIRE nursery or approved pickup location, cold storage, handling, mobilization, travel between non-contiguous parcels, and all incidentals necessary to complete planting in accordance with the RFQ, Attachment A – Tree Planting Standards & Quality Requirements, and all contract documents.

Estimated quantities are provided for proposal purposes only and are not guaranteed.

Item No.	Description	Estimated Quantity	Unit	Unit Price (per tree)	Estimated Cost Total
1	Manual planting of container-grown conifer seedlings in accordance with RFQ specifications	100,000	Tree	\$ <u>.794</u>	\$ <u>79,400</u>

TOTAL ESTIMATED COST

\$ 79,400

(Estimated Quantity × Unit Price)

ADDITIONAL COSTS

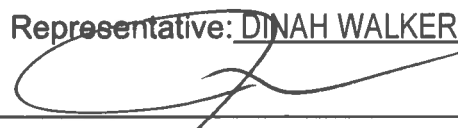
All costs associated with seedling pickup, transport, cold storage, mobilization, travel between planting units, supervision, equipment, and incidentals shall be included in the unit price above. No additional mobilization or transportation costs will be paid unless authorized in writing by Glenn County RCD.

CONTRACTOR CERTIFICATION

The undersigned certifies that they have reviewed the RFQ and all attachments, understand the scope of work, and agree to perform the work at the unit price listed above.

Contractor Name: SILHOUETTE FARM & FORESTRY, LLC.

Authorized Representative: DINAH WALKER, MEMBER

Signature:  _____

Date: 8/3/2026

U.S. Department of Labor

**Employment and Training Administration
Office of Foreign Labor Certification
National Processing Center**



NOTICE OF CERTIFICATION
H-2B TEMPORARY NON-AGRICULTURAL PROGRAM

January 28, 2026

Dinah Walker, Sole Member
Silhouette Farm & Forestry, LLC
471 Bear Creek Drive
Unit 3
Phoenix, OR 97535

Amber Hodgson
Labor Consultants International
3829 N Schreiber Way
Coeur d'Alene, ID 83815

Case Number: H-400-25342-463701

RE: Silhouette Farm & Forestry, LLC

Dear Sir/Madam:

The employer's application seeking temporary labor certification under the H-2B temporary non-agricultural program has been **certified**. This office accepted for consideration an application from the employer requesting H-2B temporary labor certification for 89 Forestry Workers, Archivists.

In accordance with 20 Code of Federal Regulations (CFR) Part 655, Subpart A, it has been determined that a sufficient number of able, willing and qualified U.S. workers are not available at the time and place needed to fill the job opportunities for which certification has been requested and that employment of the H-2B workers will not adversely affect the wages and working conditions of U.S. workers similarly employed. The Department is therefore granting certification for 89 Forestry Workers, Archivists for a period beginning on March 01, 2026, and ending on November 30, 2026.

Farm Labor Contractor Certificate of Registration
FLC-R-WE-OR-28205852-0227

EIN: 46-5668723

Representative Name:

Dinah A. Walker

Certificate Holder:

Silhouette Farm & Forestry, LLC.

The person named above is registered pursuant to the Migrant and Seasonal Agricultural Worker Protection Act and is authorized to perform the following activities covered by the Act: Recruit, solicit, furnish, hire and employ.

Authorizations

Driving: Not Authorized

Transportation: Authorized | **Housing:** Not Authorized

Driving Authorization is valid only on the condition that the person issued this certificate of registration maintains a current valid driver's license for the type of vehicle being driven.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

Valid Dates: 2/12/2025 - 2/11/2027

Amended: 1/5/2026

Address:

PO BOX 4058

MEDFORD, Oregon 97501

This Certificate is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulation issued thereunder, and on my application for registration. It may be revoked or suspended, its renewal denied, for noncompliance with the Act or regulation, including applicable requirements for transporting and housing migrant workers, which noncompliance may constitute a criminal offense.

(Signature of Holder)

Silhouette Farm & Forestry, LLC. FLC-R-WE-OR-28205852-0227**Authorized Vehicles**

VIN	Make/Model	Year	Seats	Start/End
160286	CHEVY/EXPRESS VAN	2011	12	01/03/26-11/30/26
275349	CHEVY/EXPRESS VAN	2018	12	01/03/26-11/30/26
275101	CHEVY/EXPRESS VAN	2015	15	01/03/26-11/30/26
146983	CHEVY/EXPRESS VAN	2013	15	01/03/26-11/30/26
186155	CHEVY/EXPRESS VAN	2014	15	01/03/26-11/30/26
124198	GMC/SAVANA VAN	2017	15	01/03/26-11/30/26
188347	CHEVY/EXPRESS VAN	2013	15	01/03/26-11/30/26
826488	DODGE/4300 TRUCK	2021	3	01/03/26-11/30/26

Vehicles 1-8 of 42

Silhouette Farm & Forestry, LLC. FLC-R-WE-OR-28205852-0227**Authorized Vehicles**

VIN	Make/Model	Year	Seats	Start/End
113481	CHEVY/SILVERADO TRUCK	2020	5	01/03/26-11/30/26
266736	CHEVY/EXPRESS VAN	2020	15	01/03/26-11/30/26
216467	CHEVY/EXPRESS VAN	2018	15	01/03/26-11/30/26
312591	CHEVY/EXPRESS VAN	2016	15	01/03/26-11/30/26
263451	CHEVY/EXPRESS VAN	2018	15	01/03/26-11/30/26
149908	CHEVY/EXPRESS VAN	2017	15	01/03/26-11/30/26
202359	CHEVY/EXPRESS VAN	2019	15	01/03/26-11/30/26
159663	CHEVY/EXPRESS VAN	2017	15	01/03/26-11/30/26

Vehicles 17-24 of 42

Silhouette Farm & Forestry, LLC. FLC-R-WE-OR-28205852-0227**Authorized Vehicles**

VIN	Make/Model	Year	Seats	Start/End
388874	CHEVY/SILVERADO TRUCK	2024	6	01/03/26-11/30/26
388820	CHEVY/SILVERADO TRUCK	2021	6	01/03/26-11/30/26
127943	CHEVY/EXPRESS VAN	2020	15	01/03/26-11/30/26
426543	CHEVY/SILVERADO TRUCK	2024	6	01/03/26-11/30/26
230019	CHEVY/EXPRESS VAN	2019	15	01/03/26-11/30/26
427508	CHEVY/SILVERADO TRUCK	2024	6	01/03/26-11/30/26
427287	CHEVY/SILVERADO TRUCK	2024	6	01/03/26-11/30/26
427158	CHEVY/SILVERADO TRUCK	2024	6	01/03/26-11/30/26

Vehicles 33-40 of 42

Silhouette Farm & Forestry, LLC. FLC-R-WE-OR-28205852-0227**Authorized Vehicles**

VIN	Make/Model	Year	Seats	Start/End
509612	DODGE/3500 TRUCK	2023	6	01/03/26-11/30/26
211102	DODGE/3500 TRUCK	2018	6	01/03/26-11/30/26
341303	CHEVY/EXPRESS VAN	2018	15	01/03/26-11/30/26
330277	CHEVY/EXPRESS VAN	2018	15	01/03/26-11/30/26
381832	DODGE/4300 TRUCK	2019	3	01/03/26-11/30/26
636489	DODGE/4500 TRUCK	2021	3	01/03/26-11/30/26
385181	DODGE/4300 TRUCK	2020	6	01/03/26-11/30/26
878843	TOYOTA/TACOMA TRUCK	2020	6	01/03/26-11/30/26

Vehicles 9-16 of 42

Silhouette Farm & Forestry, LLC. FLC-R-WE-OR-28205852-0227**Authorized Vehicles**

VIN	Make/Model	Year	Seats	Start/End
193322	CHEVY/SILVERADO TRUCK	2022	6	01/03/26-11/30/26
335301	BUICK/ENCORE CAR	2020	5	01/03/26-11/30/26
287139	CHEVY/EXPRESS VAN	2018	15	01/03/26-11/30/26
171204	CHEVY/SILVERADO TRUCK	2019	6	01/03/26-11/30/26
677067	DODGE/4300 TRUCK	2017	6	01/03/26-11/30/26
023866	TOYOTA/TUNDRA TRUCK	2023	5	01/03/26-11/30/26
347045	CHEVY/EXPRESS VAN	2017	15	01/03/26-11/30/26
333603	DODGE/3503 TRUCK	2019	6	01/03/26-11/30/26

Vehicles 25-32 of 42

Silhouette Farm & Forestry, LLC. FLC-R-WE-OR-28205852-0227**Authorized Vehicles**

VIN	Make/Model	Year	Seats	Start/End
426569	CHEVY/SILVERADO TRUCK	2024	6	01/03/26-11/30/26
427367	CHEVY/SILVERADO TRUCK	2024	6	01/03/26-11/30/26

Vehicles 41-42 of 42



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - Oregon
1111 Gateway Loop
Springfield OR 97477

CONTACT NAME: Kathleen Burt

PHONE

(A/C No. Ext):

FAX

(A/C No.):

E-MAIL

ADDRESS: kathleen.burt@imacorp.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Cincinnati Specialty Underwriters Insurance Co

13037

INSURER B: Continental Divide Insurance Company

35939

INSURER C: SAIF Corporation

36196

INSURER D: National Fire & Marine Insurance Company

20079

INSURER E: Great American Insurance Company

16691

INSURER F:

INSURED
Silhouette Farm & Forestry, LLC
PO Box 4058
Medford OR 97501-0147

License#: PC-1210733
SILHFA01A

COVERAGES

CERTIFICATE NUMBER: 1362834201

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ LOGGERS BFPD ☒ WA STOP GAP GENL AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	CSU 0220067	11/30/2025	11/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		05APM040700-03	11/30/2025	11/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		CSU 0220102	11/30/2025	11/30/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	100038000	12/1/2025	12/1/2026	☒ PER STATUTE ☒ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
D E E	EXCESS AUTOMOBILE LIABILITY CONTRACTOR PROFESSIONAL LIABILITY CONTRACTOR POLLUTION LIABILITY		72XAS011955 PCEE90891203 PCEE90891203	11/30/2025 11/30/2025 11/30/2025	11/30/2026 11/30/2026 11/30/2026	\$4,000,000 LIMIT \$3,000,000 OCC/AGG \$3,000,000 OCC/AGG \$10,000 RETENTION \$10,000 RETENTION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Oregon Bureau of Labor and Industries

Farm & Forest Labor Contractor



65323

Expires 5/31/2028

Issued 5/28/2026

DINAH A WALKER

SILHOUETTE FARM & FORESTRY, LLC

471 BEAR CREEK DRIVE #3
PHOENIX, OR 97535

Authorized to employ 21 or more
License NOT transferrable



EXHIBIT "B"
SCHEDULE OF SERVICES

SCHEDULE OF SERVICES

The term of this Agreement shall be from the date first specified above to **December 31, 2027**, unless earlier terminated as provided herein.

Crew Capacity and Schedule

Silhouette will begin work as agreed, communications will occur to set a mutually agreeable date when weather, access, and planting conditions allow, expected to be mid-September. Each planter will plant approximately 1,000 trees per day, based on site conditions and access. Thus, the entire project (100,000 seedlings) will be completed within 2 crew work weeks, with 1 crew. If needed, additional personnel or crew may be added to ensure the project is completed as desired. All work will be completed within the allotted period of performance, as weather permits. All work will be completed by 12/31/27. Silhouette will be flexible as to when the planting needs to occur as the landowners and Glenn County are prepared.

EXHIBIT "C"
COMPENSATION

COMPENSATION

The total compensation shall not exceed **seventy nine thousand four hundred dollars and no cents Dollars (\$79,400.00)** without written approval of District's Executive Officer, Kandi Manhart.

Payment of Compensation. Contractor shall submit to District a monthly itemized statement.

Statement to include the following, or attached Progress Report if easier to describe Project achievements.

- ✓ Contractor Contact Information
- ✓ Invoice Number
- ✓ Billing Period (E.g. July 1 – 30)
- ✓ List Days Worked During Billing Period (E.g. Worked Performed August 10, 11, 12)
- ✓ Project Name and Number
- ✓ Describe progress made toward achieving the Project's Scope of Work and any other significant accomplishments (quantify the progress where possible).
- ✓ Describe any setbacks or challenges to the progress of the Project's Scope of Work.
- ✓ Describe plans and/or goals for the upcoming billing / progress reporting period.
- ✓ Include photographs, etc. when possible to document Project's successes.

UNIT PRICE PROPOSAL

The Contractor shall provide a firm, all-inclusive unit price per tree planted. The unit price shall include all labor, supervision, equipment, tools, transportation, seedling pickup from CAL FIRE nursery or approved pickup location, cold storage, handling, mobilization, travel between non-contiguous parcels, and all incidentals necessary to complete planting in accordance with the RFQ, Attachment A – Tree Planting Standards & Quality Requirements, and all contract documents.

Estimated quantities are provided for proposal purposes only and are not guaranteed.

Item No.	Description	Estimated Quantity	Unit	Unit Price (per tree)	Estimated Cost Total
1	Manual planting of container-grown conifer seedlings in accordance with RFQ specifications	100,000	Tree	\$ <u>.794</u>	\$ <u>79,400</u>

TOTAL ESTIMATED COST

\$ 79,400

(Estimated Quantity × Unit Price)

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

TO: Directors & Associate Directors

Agenda Item #: IX.--G.1.

FROM: Kandi Manhart-Belding

Meeting Date: August 20, 2026

DATE: August 13, 2026

☒ **Action Items**

☐ **No Action Requested**

TITLE OF TOPIC

SUBJECT: RCD PROJECTS & PROGRAMS UPDATE

***ACTION** G. Invasive Species Program: Upper Stony Creek Watershed
1. *Discussion and possible action to approve Cooperator Agreement Upper Stony Creek Arundo Project [Funding Source: CDFA WMA, Glenn Count Ag Department MOU]

BACKGROUND:

To ensure successful project execution for the State of California Department of Food and Agriculture (CDFA) Noxious Weed Grant Program and Memorandum of Understanding between the Glenn County Department of Agriculture and RCD, the RCD released a Request for Qualifications and Proposal (RFQ) to hire a Contractor(s) for Arundo donax Treatment & Herbicide Application. Glenn County RCD approved working with Silhouette Farm and Forestry, LLC on July 20, 2026.

The Cooperator Agreement template will be used for voluntary landowners who choose to participate in the treatment of Arundo.

DISCUSSION / PROPOSED ACTION:

Discussion and possible action to approve Cooperator Agreement Upper Stony Creek Arundo Project.

ATTACHMENTS:

YES – Draft Agreement

NOTES:

Moved: _____ 2nd: _____

Abstention: _____ Objection: _____

Re-cused: _____ Approved: O YES O NO



G L E N N C O U N T Y

R E S O U R C E C O N S E R V A T I O N D I S T R I C T

COOPERATOR AGREEMENT For Projects Implemented in Cooperation with the Glenn County Resource Conservation District

This Landowner Agreement (the "Agreement") is made as of _____ (date), by and between _____ (the "Cooperator"), and its agents and successors, and the Glenn County Resource Conservation District ("GCRCD"), its agents and successors, and pertains to the Project Area located at: **Upper Stony Creek Arundo Project** in **Colusa County or Glenn County**, California (the "Project Area").

Parcel / APN #/s, include:

The purpose of this Agreement is to allow the completion of all work necessary to accomplish the following main objectives (the "Project"):

- 1) Grant Agreement between **California Department of Food and Agriculture (CDFA) and Glenn County Resource Conservation District for the 2025 Weed Management Area (Grant Agreement 25-0336-000-SG)**, attached hereto as EXHIBIT A,
- 2) Treatment of Arundo donax stands located in Upper Stony Creek Project area.

All work shall be confined to the area shown on the site map as provided in EXHIBIT B (Site Plan / Project Map) and outlined in Exhibit A.

TERMS AND CONDITIONS

For the duration of this Agreement, the Cooperator and GCRCD agree to the following terms and conditions:

1. The Cooperator hereby gives GCRCD and their respective employees and contractors permission to enter the Project Area to perform and undertake the Project, as described in EXHIBITS.
2. The Cooperator and GCRCD agree that: (a) each party will coordinate its activities with the other in order to minimize the disturbance of the ongoing use of the land for natural resource extraction; (b) the Cooperator will take no action to disrupt the progress of the

Project; (c) each party will comply with all federal, state, and local laws and regulations relating to the use of the Project Area; (d) each party has read, understands, and will adhere to the conditions of the applicable federal, state, and local laws and regulations relating to the Project; (e) each party will take, use, provide and make proper, reasonable, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or the Project Area; (f) THE FUNDING SOURCE AGREEMENT WILL BE ATTACHED HERETO AS EXHIBIT A, AND ALL ITS TERMS AND CONDITIONS WILL PRECEDE THIS AGREEMENT IF THERE ARE ANY QUESTIONS.

3. The Cooperator will notify GCRCD, in writing within 30 days, of any and all pending changes in operation or ownership of the Project Area. Cooperator acknowledges portions of the Project Area will be used and altered in accordance with the Project as described in EXHIBITS.
4. The Cooperator agrees to allow GCRCD to implement the Project in accordance to the design and specifications of the EXHIBITS.
5. The Cooperator will voluntarily permit GCRCD and its agents, partners, and contractors to enter and exit the Project Area. Right of entry for such purposes will be preferably at least a **written and/or verbal notification to the Cooperator at least 24 hours in advance.**

Cooperative preference in notification by GCRCD is via:

- ☐ **Phone at this number:** _____
- ☐ **Email at this email address:** _____

6. No exercise of the rights granted herein shall give rise to any claim of title to the Project Area on the part of GCRCD or parties claiming through or under them. This Agreement and the rights granted herein may not be assigned, in whole or in part, by any party hereto.
7. The terms and conditions of this Agreement are binding upon and inure to the benefit of the Cooperator and GCRCD and its respective personal representatives, heirs and successors.
8. Each party hereto shall hold harmless and indemnify GCRCD, its elected officials, appointed board members, officers, employees and volunteers, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements, or decrees by reason of any person's bodily injury, including death or property being damaged by Cooperator or any employed by Cooperator or in any capacity during performance of the works and/services, whether by negligence or otherwise.

Cooperator shall also indemnify GCRCD of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against GCRCD with respect Cooperator and/or Cooperator's independent provider and/or contractor status that would establish a liability for failure to make social security or income tax withholding.

9. The person(s) signing this Agreement represents that he/she is authorized to execute this Agreement on behalf of Cooperator, and Project Area landowner.
10. GCRCD and Cooperator agree to freely exchange Project information and prior to construction, review, study, and provide consideration of modifications to the design of the Project pursuant to the terms of this Agreement.
11. All communications to the Cooperator shall be directed to his/her attention at the following address and telephone number:

Address: _____

Phone: _____

All communications to the GCRCD shall be directed to the following address and telephone number:

Address: 132 North Enright Avenue, Suite C
Willows, CA 95988

Phone: (530) 934-4601 x5

Email: kandi@glenncountyrccd.org

15. This Agreement shall remain in effect until the Project is completed by GCRCD, and not longer than June 30, 2028.

The parties hereto have executed this Agreement as of the latest date shown below.

This Agreement is the entire agreement between the GCRCD and the Cooperator regarding the Project Area and this Project.

Cooperator

PRINT Name

SIGNATURE Name

Date: _____

Glenn County Resource Conservation District

Gilbert Goedhart, President

Date: _____

Exhibit A

Grant Agreement between California Department of Food and Agriculture (CDFA) and Glenn County Resource Conservation District for the 2025 Weed Management Area (Grant Agreement 25-0336-000-SG)

Exhibit B

Site Plan

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

TO: Directors & Associate Directors

Agenda Item #: IX.--G.2.

FROM: Kandi Manhart-Belding

Meeting Date: August 20, 2026

DATE: August 13, 2026

☒ **Action Items**

☐ **No Action Requested**

TITLE OF TOPIC

SUBJECT: RCD PROJECTS & PROGRAMS UPDATE

***ACTION** G. Invasive Species Program: Upper Stony Creek Watershed
2. *Discussion and possible action to approve MOU-Scope of Work with Colusa RCD to work on Arundo treatments in Colusa County

BACKGROUND:

To ensure successful project execution for the State of California Department of Food and Agriculture (CDFA) Noxious Weed Grant Program Colusa – Glenn – Tehama Weed Management Area project, the Glenn County RCD would like to execute an MOU Scope of Work with Colusa RCD to respectfully allow Glenn County RCD and its contractors to work in the district of Colusa RCD.

A Cooperator Agreement template with Colusa County landowners will be used for voluntary landowners who choose to participate in the treatment of Arundo.

DISCUSSION / PROPOSED ACTION:

Discussion and possible action to approve MOU-Scope of Work with Colusa RCD to work on Arundo treatments in Colusa County.

ATTACHMENTS:

YES – Draft Scope of Work

NOTES:

Moved: _____ 2nd: _____

Abstention: _____ Objection: _____

Re-cused: _____ Approved: O YES O NO

SCOPE OF WORK

To

SACRAMENTO VALLEY RESOURCE CONSERVATION DISTRICT COLLABORATIVE

MEMORANDUM OF UNDERSTANDING FOR THE EXERCISE OF JOINT POWERS

Dated for reference purposes as of October 1, 2019, was entered into by and among the public agencies (organized and existing under the Constitution and laws of California) that may include, but not be limited to:

Butte County Resource Conservation District,
Colusa County Resource Conservation District,
Feather River Resource Conservation District,
Glenn County Resource Conservation District,
Lake County Resource Conservation District,
Sutter County Resource Conservation District,
Resource Conservation District of Tehama County,
Western Shasta Resource Conservation District,
Yolo County Resource Conservation District, and
Yuba County Resource Conservation District.

LEAD RCD & CONTACT:	Glenn County Resource Conservation District Kandi Manhart, Executive Officer 132 N Enright Avenue, Suite C Willows, CA 95988 530-934-4601 x5 kandi@glenncountyrcd.org
WITH RCD(S):	Colusa County Resource Conservation District Liz Harper, Executive Director 100 Sunrise Boulevard, Suite A3 Colusa, CA 95932 530-473-9346 liz@colusarcd.org
PROJECT NUMBER:	#GC2026-001
PROJECT TITLE:	2025 Weed Management Area Grant Program Colusa, Glenn and Tehama Weed Management Area
PERIOD:	August 17, 2026 to June 15, 2028; with annual reviews as necessary

COPY OF ORIGINAL GRANT OR AGREEMENT THAT THE WORK IS BASED ON:	25-0336-000-SG 2025 WMAGP - State of California Department of Food and Agriculture WMA-24-004 -See attached grant agreement.
SCOPE OF WORK / TASK(S):	No expectation for Colusa RCD staff to spend time and resources on this project
# OF HOURS TO COMPLETE TASK(S):	N/A
INDIVIDUALS PERFORMING WORK:	N/A – all Glenn County RCD staff and its contractor.
HOURLY RATE (INCLUDES OVERHEAD):	N/A
OTHER BUDGET COSTS:	N/A
NOT TO EXCEED THIS AMOUNT:	N/A
SPECIFIC BILLING REQUIREMENTS:	N/A
SPECIAL NOTES:	Encouragement that Colusa RCD participate in WMA meetings facilitated by the Ag Commissioners. -See attached copy of landowner agreement

DATE EXECUTED: _____

BY PRESIDENT, GLENN COUNTY RESOURCE CONSERVATION DISTRICT

DATE EXECUTED: _____

BY PRESIDENT, COLUSA COUNTY RESOURCE CONSERVATION DISTRICT

**GRANT AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

25-0336-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
GLENN COUNTY RESOURCE CONSERVATION DISTRICT
2. The Agreement Term is: July 1, 2025 through June 30, 2028
3. The maximum amount of this Agreement is: \$120,000.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Legal Name*)
GLENN COUNTY RESOURCE CONSERVATION DISTRICT

BY (*Authorized Signature*)



DATE SIGNED

8-12-2025

PRINTED NAME AND TITLE OF PERSON SIGNING

Gilbert Goedhart, President

ADDRESS

132 N Enright Avenue, Suite C, Willows, CA 95988

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)


Andrea Perkins

DATE SIGNED

Digitally signed by Andrea Perkins
Date: 2025.08.14 12:47:51 -07'00'

PRINTED NAME AND TITLE OF PERSON SIGNING

ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Recipient will establish, develop, and maintain Weed Management Area's (WMA) and implement the WMA's integrated weed management plan. California Food and Agricultural Code, Section 7271 (c)(1).

Project Title: 2025 Weed Management Area

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Trevor Fox	Name: Kandi Manhart-Belding
Division/Branch: PHPPS / Integrated Pest Control Branch	Organization: GLENN COUNTY RESOURCE CONSERVATION DISTRICT
Address: 1220 N Street	Address: 132 N Enright Avenue, Suite C
City/State/Zip: Sacramento, CA	City/State/Zip: Willows, CA 95988
Phone: 916-709-1091	Phone: 530-934-4601 x5
Email Address: trevor.fox@cdfa.ca.gov	Email Address: kandi.manhart@ca.nacdn.net Kandi@glenncountyrca.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Jennifer Gordon	Name:
Division/Branch: PHPPS / Integrated Pest Control Branch	Organization:
Address: 1220 N Street	Address:
City/State/Zip: Sacramento, CA	City/State/Zip:
Phone: 916-262-1102	Phone:
Email Address: jennifer.gordan@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name: Ritta Martin
Organization: Glenn County RCD
Address: same
City/State/Zip: same
Phone: same
Email Address: ritta@glenncountyrca.org

4. RECIPIENT: Please check appropriate box below:

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

This award ☐ does ☒ does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

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

2. Agreement Execution

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

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

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

6. Recipient Commitments

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

7. Performance and Assurances

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

8. Mutual Liability

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

9. Unenforceable Provision

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

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

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

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

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

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. California State Auditor

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

23. Equipment

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

24. Closeout

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

25. Confidential and Public Records

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

26. Amendments

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

27. Executive Order N-6-22 Russia Sanctions

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

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

2025 WMAGP PROJECT**I. Project Plan****Weed Species to be Controlled**

The primary Noxious weed to be targeted will be Giant Arundo (Arundo donax); a secondary Noxious weed species will be Tamarix Ramosissima (Saltcedar, Tamarisk). These are the largest species of concern within the project area of the riparian areas of Colusa, Glenn and Tehama Counties. Special Areas of consideration within the project area consists of: Colusa County-East Park Reservoir, Stony Creek & Little Stony Creek; Glenn County-Stony Gorge Reservoir, Black Butte Lake, & Stony Creek;

WMA Location: A map showing the location and boundaries of the WMA along with the accompanying GIS shapefiles detailing this boundary should be provided. (Attach separately, map is not included in the 2-page total allowed for this section).

Methodology:

Glenn County Resource Conservation District (RCD) Project Coordinator staff will be responsible for conducting surveillance of target weeds, updating established electronic maps, and contacting landowners to coordinate the removal of selected Noxious weeds using the techniques described below. County Agriculture Department staff are available to help as needed with these tasks. CEQA compliance for this project has been met within Glenn County since this project began in 2023, and compliance will be completed in Colusa and Tehama Counties prior to implementation. Additionally, subcontractors will be hired to assist in achieving the project implementation goals, including a licensed pest control business to support project coordination and the removal of Noxious weeds in Colusa, Glenn and Tehama Counties. The WMA will hold two meetings each year; April and November, to discuss project progress and

Weed Removal/Control Techniques(s):

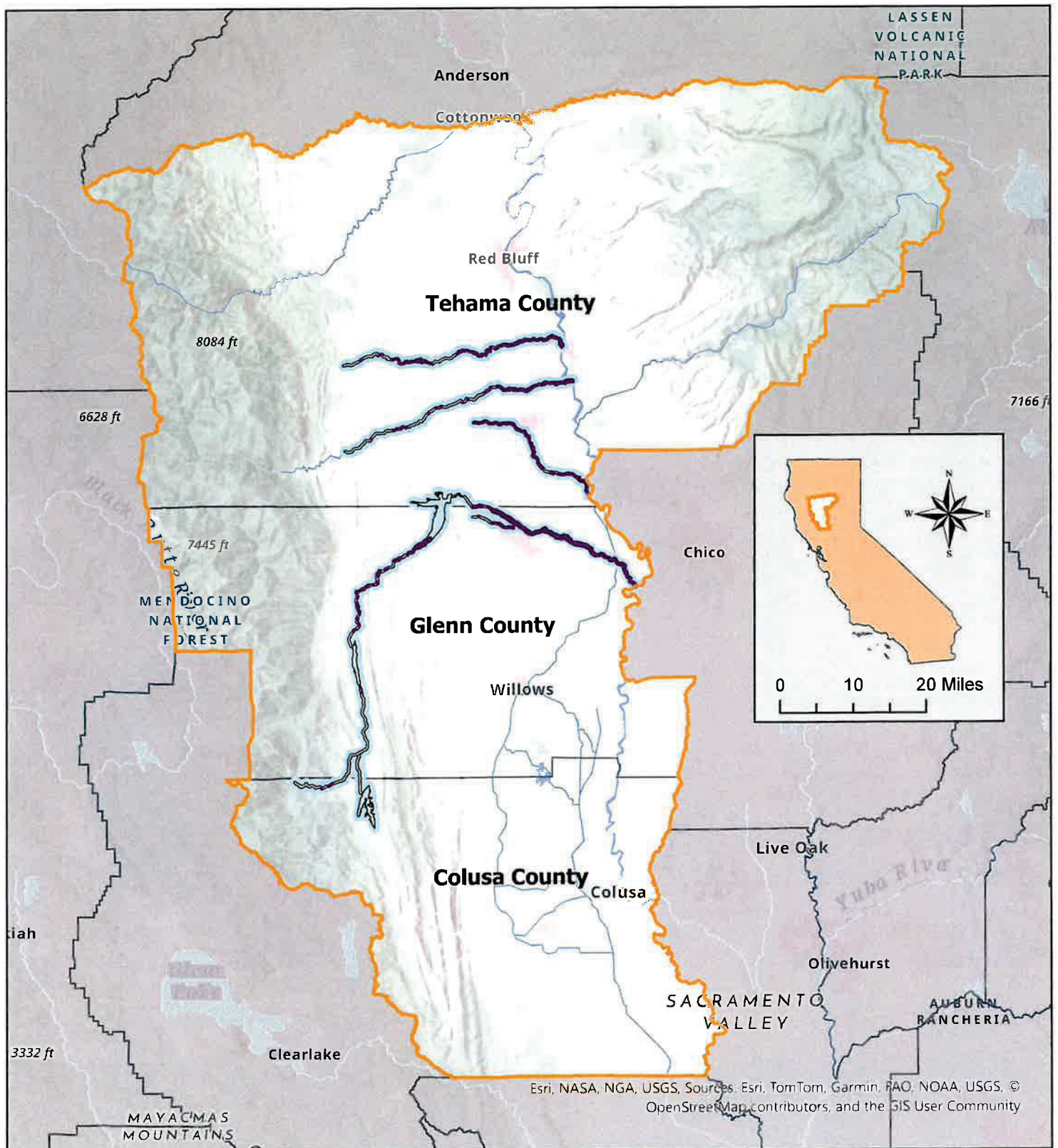
Mechanical removal, weed burning, as well as pre and post-emergent herbicide applications including the use of imazapyr and glyphosate. Chemical applications will follow published UC IPM methods.

Reporting

Grant recipients will be required to submit quarterly invoices and report to CDFA. Reports will be submitted utilizing the reporting template. Reports are due on the dates below.

Quarterly Reports (Due one month after end of each quarter)	October 31, 2025, 2026, 2027 January 31, 2026, 2027, 2028 April 30, 2026, 2027, 2028 July 31, 2027, 2028
Final Date to Complete Field Work	June 30, 2028
Final Report	July 31, 2028

Final project reports are required 30 days after project completion, no later than July 31, 2028. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).



Colusa, Glenn & Tehama Counties Weed Management Area

- | | |
|--|--|
|  Colusa, Glenn & Tehama Counties Weed Management Area |  Arundo (CAL-IPC) |
| |  Project Area |

2025 WMAGP Reporting and Mapping Template
State of California
Department of Food and Agriculture
WMA-24-004

Project Information	
Recipient Organization Name:	
Project Title:	
CDFA Grant Number:	
Recipient's Project Contact	
Name:	
Phone:	
Email:	
Project Report Information	
Report Type:	Progress Report
Reporting Period:	Start Date: End Date:

Grant Report Items to Consider (check all that apply)

- ☐ Invoice Prepared and Submitted
☐ Evidence of CEQA compliance met (within three months) and sent to CDFA
☐ Evidence of work documented sent to CDFA (see details below)
☐ Evidence of MOU submitted by month six.

Accomplishments

1. Estimate the total percentage (%) of work completed on this project.....0%
2. List each Objective in your project. Describe your activities and accomplishments for this reporting period. Add more rows as needed.

#	Objective	Activity and Accomplishment
1		
2		
3		
4		
5		

Challenges and Developments

3. Describe any challenges or delays that occurred during this reporting period and the corrective actions and/or changes to the project as a result. Add more rows as needed.

Challenge	Corrective Action and/or Project Change

4. Describe any positive developments that have occurred outside of the project's original intent that you experienced during this reporting period and any project changes as a result. Add more rows as needed.

Positive Development	Project Change

Work Documented – Weed locations

5. If your WMA is documenting work in Calflora can be sent to CDFA by providing an email showing receipt of data by Calflora to pdas@cdfa.ca.gov. When choosing this option, you must adhere to the mapping guidelines below.
6. Alternatively, you may send your work files/data/shapefiles directly to CDFA by submitting data in accordance with the guidelines listed in the mapping section below. Contact pdas@cdfa.ca.gov if you have questions or need assistance reporting your data.

Payment of invoices is dependent on the submission of mapping data for the time period covered in this report

☐ I Understand the above and will report my mapping uploads using the table below

Date submitted	Uploaded to (Calflora or PDAS)	Date range of uploaded observations

APPLICANT SIGNATURE _____ Date _____

Other Items/Explanations (if needed)

Include any other items here.

Mapping Guidelines

Applicants who are not sending their mapping data directly to PDAS should utilize Calflora per the directions below. If not using Calflora, applicants should still adhere to the data field guidelines when submitting data directly to PDAS.

Calflora

- Calflora is user friendly and free to make an account
- Add photos
- Collect data on a mobile device and edit data at the office
- Field staff make individual observations which can be edited by a group's "data Czar"
- Stacked history for repeat visits to known populations
- Can obscure observations to maintain public confidentiality.
- Batch editing
- Easy to share with CDFA
- CDFA will upload all observations on your behalf, if you don't use Calflora. As such, you will not have direct control over your observations that CDFA uploads.

How to submit your data

If using Calflora:

1. Invite PDAS (PDAS@CDFA.CA.gov) to the group where data is being managed.
2. Email PDAS that your data for the quarter is ready. Include dates from the first observation to the last observation.
3. Send a Calflora link that contains the observations you would like to share with PDAS. Example of 2019 PDAS observations:
<https://www.calflora.org/entry/myobserv.html#srch=t&before=2020&after=2019-01-01&cols=b&mx=1000&inat=f>
4. PDAS will download your records and upload to the CDFA internal database.
5. If space in your group is limited, feel free to remove PDAS from your group after PDAS has confirmed they downloaded your data.

If not using Calflora:

1. Email PDAS (PDAS@CDFA.CA.gov) with whatever format your data was stored in.
2. PDAS will upload your data to the internal CDFA database.
3. PDAS will upload your records to Calflora on your behalf. Sensitive records can be obscured or kept private, depending on the “access” field.

Fields

If not submitting via Calflora, we will provide an excel document with these fields for submission to PDAS.

Field	Definition	Example
ID	The unique number tied to Calflora Observation	io54964
History	This field pertains to records that are linked to each other in a history stack. This will be the record identifier of the oldest record in the stack. Required if using history stacking.	io54964
Access*	• Private-Observation will not be public. • Obscured- Public location is moved to the center of the quarter quadrangle. • Published-publicly available.	Obscured
Taxon*	Scientific name of the weed.	<i>Ailanthus altissima</i>

Common Name*	Common name of the weed.	Tree of Heaven
Date*	Date the weed was observed and treated.	2024/08/23
Observer*	Name of the staff member or agency that observed and treated a weed.	CDFA
Location Description*	Description of the location the weed was observed at.	Heavily infested grassy pasture
Number of Plants*	Number of plants at location	4
Management Status*	The current management status of the weed. Use "reported" if observation is visited for the first time or "managed" for weeds with ongoing management. • Reported • Verified • Searched for but not found • Extirpated • Managed	Reported
Identification*	The method of which a plant was identified. • Recognized from prior determination • Compared with herbarium specimens • Keyed in a botanical reference • compared with taxonomic descriptions • Compared with photos • Compared with herbarium specimens • Identification confirmed by an expert • Identification from PlantNet	Identification confirmed by an expert
Notes	Open Response text for nonrequired information	Population halved from previous year
Latitude*	The center of the patch, expressed in decimal latitude and longitude.	39.73701

Longitude*	The center of the patch, expressed in decimal latitude and longitude.	-121.828
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Fields marked with an asterisk "*" are required fields

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: [CDEA.PHPPS_IPCB_Invoices@cdfa.ca.gov](#)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
INTEGRATED PEST CONTROL BRANCH
1220 N STREET Rm 214
SACRAMENTO CA 95814



REMIT PAYMENT TO: (County Information)

Agreement Name:
Agreement Number:
Agreement Amount:

For State Use Only
Date Approved:
Approved by:
Account Code:
Agreement No.
Program Code:
Fiscal Year:
Amount:
(Rev. X/xxxx)

Date:
County:
Amount Billed to Date
Invoice #
Billing Period:
From:
To:
(Example From Jan 1, 20XX To Mar 31, 20XX)

PERSONNEL COSTS

Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Services Performed	Detection vs Non-Detection	# of OT Hours Worked	Indirect Cost (Max 10%)	# of Site Lcts	Acres/Units	Samples	Total Costs
1													
2													
3													
4													
5													
TOTALS													0.00

OPERATING EXPENSES

Description (type of supply or expense)

Total Cost

- 1 Travel****
2 Printing
3 Postage/Freight
4 Miscellaneous Field Supplies
5 Miscellaneous Office Supplies
6 Contractual Costs (please describe)
7 Other items of expense (please describe)
8 Other items of expense (please describe)
- TOTAL OPERATING EXPENSES: \$0.00

VEHICLE OPERATIONS			Total	Mileage Rate ***	Total Cost
County Vehicles	0.00	\$0.000	0.00	\$0.000	\$0.00
State Vehicles	0.00	\$0.000	0.00	\$0.000	\$0.00
Leased Vehicles	0.00	\$0.000	0.00	\$0.000	\$0.00
TOTAL VEHICLE OPERATIONS:			\$0.00		

Total: \$0.00

COMMENTS:

* Hourly Rate must include Hourly Wage and Benefit Rate.
** Overhead percent is eligible, may fluctuate per county and must not exceed 10%
*** Mileage rates: County vehicle = After January 1, 2025 \$0.70
Per federal audit guidelines, this rate cannot be exceeded.
However, if your county's internal policy uses a lower rate, that rate may be applied.
State-owned vehicle = \$0.285 per mile.
**** Not more than 10% of the award may be used for meetings, travel, administration and coordination costs (Refer to page 5 of Noxious Weed Grant Program RFP booklet)

2025 - 2028 WMAGP Budget

Colusa, Glenn & Tehama Counties WMA; Applicant Glenn County RCD

July 1, 2025 - June 30, 2028

WMA-24-003

STATE OF CALIFORNIA

California Department of Food and Agriculture

	CDFA Funding July 1, 2025 - June 30, 2026	CDFA Funding July 1, 2026 - June 30, 2027	CDFA Funding July 1, 2027 - June 30, 2028	Cost Share
Personnel Services - Weed Control				
Project Manager/Contract Management (\$85.09 per hr, 40 hours per year)	\$3,403.60	\$3,403.60	\$3,403.60	\$0.00
Project Coordinator (\$57.00 per hr, 50 hours per year)	\$2,850.00	\$2,850.00	\$2,850.00	\$0.00
Finance Officer (\$69.00 per hr, 14 hours per year)	\$966.00	\$966.00	\$966.00	\$0.00
Colusa, Glenn & Tehama Ag Biologists (\$82.00 per hr, 40 hours per year)	\$0.00	\$0.00	\$0.00	\$9,840.00
Subtotal Personnel Exp.	\$7,219.60	\$7,219.60	\$7,219.60	\$9,840.00
Operating Expenses				
Supplies: (must be itemized)				
	\$0.00	\$0.00	\$0.00	\$0.00
Equipment: (must be itemized)				
	\$0.00	\$0.00	\$0.00	\$0.00
Herbicides: (must be itemized)				
	\$0.00	\$0.00	\$0.00	\$0.00
Other				
Subcontractor Expenses: T&R Restore (pest control business)	\$32,013.00	\$32,013.00	\$32,013.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
Mileage for Weed Control \$0.70 x (Miles)	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Operation Exp.	\$32,013.00	\$32,013.00	\$32,013.00	\$0.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$40,000 CDFA Funding award total has max of \$4,000 for all combined)				
Meetings - NOTE 1	\$0.00	\$0.00	\$0.00	\$7,344.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Administration - NOTE 2	\$0.00	\$0.00	\$0.00	\$9,792.00
Copies	\$45.44	\$45.44	\$45.44	\$0.00
Mileage for Meetings, Training, Coordination \$0.70 x (Miles)	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$39,278.04	\$39,278.04	\$39,278.04	\$26,976.00
Indirect* (Max 10% of Personnel Costs)	\$721.96	\$721.96	\$721.96	
Total	\$40,000.00	\$40,000.00	\$40,000.00	\$26,976.00
Grant Total CDFA Funding	\$40,000.00	\$40,000.00	\$40,000.00	
Grant Total Cost Share				\$26,976.00
			\$120,000.00	



G L E N N C O U N T Y

R E S O U R C E C O N S E R V A T I O N D I S T R I C T

COOPERATOR AGREEMENT For Projects Implemented in Cooperation with the Glenn County Resource Conservation District

This Landowner Agreement (the "Agreement") is made as of _____ (date), by and between _____ (the "Cooperator"), and its agents and successors, and the Glenn County Resource Conservation District ("GCRCD"), its agents and successors, and pertains to the Project Area located at: **Upper Stony Creek Arundo Project** in **Colusa County or Glenn County**, California (the "Project Area").

Parcel / APN #/s, include:

The purpose of this Agreement is to allow the completion of all work necessary to accomplish the following main objectives (the "Project"):

- 1) Grant Agreement between **California Department of Food and Agriculture (CDFA) and Glenn County Resource Conservation District for the 2025 Weed Management Area (Grant Agreement 25-0336-000-SG)**, attached hereto as EXHIBIT A,
- 2) Treatment of Arundo donax stands located in Upper Stony Creek Project area.

All work shall be confined to the area shown on the site map as provided in EXHIBIT B (Site Plan / Project Map) and outlined in Exhibit A.

TERMS AND CONDITIONS

For the duration of this Agreement, the Cooperator and GCRCD agree to the following terms and conditions:

1. The Cooperator hereby gives GCRCD and their respective employees and contractors permission to enter the Project Area to perform and undertake the Project, as described in EXHIBITS.
2. The Cooperator and GCRCD agree that: (a) each party will coordinate its activities with the other in order to minimize the disturbance of the ongoing use of the land for natural resource extraction; (b) the Cooperator will take no action to disrupt the progress of the

Project; (c) each party will comply with all federal, state, and local laws and regulations relating to the use of the Project Area; (d) each party has read, understands, and will adhere to the conditions of the applicable federal, state, and local laws and regulations relating to the Project; (e) each party will take, use, provide and make proper, reasonable, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or the Project Area; (f) THE FUNDING SOURCE AGREEMENT WILL BE ATTACHED HERETO AS EXHIBIT A, AND ALL ITS TERMS AND CONDITIONS WILL PRECEDE THIS AGREEMENT IF THERE ARE ANY QUESTIONS.

3. The Cooperator will notify GCRCD, in writing within 30 days, of any and all pending changes in operation or ownership of the Project Area. Cooperator acknowledges portions of the Project Area will be used and altered in accordance with the Project as described in EXHIBITS.
4. The Cooperator agrees to allow GCRCD to implement the Project in accordance to the design and specifications of the EXHIBITS.
5. The Cooperator will voluntarily permit GCRCD and its agents, partners, and contractors to enter and exit the Project Area. Right of entry for such purposes will be preferably at least a **written and/or verbal notification to the Cooperator at least 24 hours in advance.**

Cooperative preference in notification by GCRCD is via:

- ☐ **Phone at this number:** _____
- ☐ **Email at this email address:** _____

6. No exercise of the rights granted herein shall give rise to any claim of title to the Project Area on the part of GCRCD or parties claiming through or under them. This Agreement and the rights granted herein may not be assigned, in whole or in part, by any party hereto.
7. The terms and conditions of this Agreement are binding upon and inure to the benefit of the Cooperator and GCRCD and its respective personal representatives, heirs and successors.
8. Each party hereto shall hold harmless and indemnify GCRCD, its elected officials, appointed board members, officers, employees and volunteers, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements, or decrees by reason of any person's bodily injury, including death or property being damaged by Cooperator or any employed by Cooperator or in any capacity during performance of the works and/services, whether by negligence or otherwise.

Cooperator shall also indemnify GCRCD of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against GCRCD with respect Cooperator and/or Cooperator's independent provider and/or contractor status that would establish a liability for failure to make social security or income tax withholding.

9. The person(s) signing this Agreement represents that he/she is authorized to execute this Agreement on behalf of Cooperator, and Project Area landowner.
10. GCRCD and Cooperator agree to freely exchange Project information and prior to construction, review, study, and provide consideration of modifications to the design of the Project pursuant to the terms of this Agreement.
11. All communications to the Cooperator shall be directed to his/her attention at the following address and telephone number:

Address: _____

Phone: _____

All communications to the GCRCD shall be directed to the following address and telephone number:

Address: 132 North Enright Avenue, Suite C
Willows, CA 95988

Phone: (530) 934-4601 x5

Email: kandi@glenncountyrccd.org

15. This Agreement shall remain in effect until the Project is completed by GCRCD, and not longer than June 30, 2028.

The parties hereto have executed this Agreement as of the latest date shown below.

This Agreement is the entire agreement between the GCRCD and the Cooperator regarding the Project Area and this Project.

Cooperator

PRINT Name

SIGNATURE Name

Date: _____

Glenn County Resource Conservation District

Gilbert Goedhart, President

Date: _____

Exhibit A

Grant Agreement between California Department of Food and Agriculture (CDFA) and Glenn County Resource Conservation District for the 2025 Weed Management Area (Grant Agreement 25-0336-000-SG)

Exhibit B

Site Plan