Administering Agency:	Nevada County – County Executive Office
Grant Award Allocation No	·

# **GRANT AWARD RECIPIENT AGREEMENT**

**Description:** Coronavirus Relief Fund (CRF) "Economic & Community Resiliency Grants" Program

**THIS AGREEMENT** is made at Nevada City, California, as of September 22, 2020 by and between the County of Nevada, ("County"), and South Yuba River Citizens League (SYCRL) ("Grant Recipient"), who agree as follows:

1. <u>Use of Funds</u>: Grant award recipient agrees to use the Coronavirus Relief Fund (CRF) "Economic & Community Resiliency Grants" Program funds ("CRF Funds") provided to cover those costs identified in the submitted Application received from this Entity which is attached hereto and incorporated herein. Eligible uses of award funds include costs of business interruption caused by required closures due to the COVID-19 public health emergency and any <u>necessary expenditures</u> incurred due to the COVID-19 public health emergency during the period that begins on March 1, 2020, and ends on December 30, 2020 and in accordance with federal guidance, as specified here: <a href="https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf">https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf</a>.

Grant Recipient agrees to comply with the all CRF Fund expenditure requirements, and shall reimburse County any grant funding provided under this Agreement that was determined by federal, state or local audit to be unauthorized expenditures under the CRF Funds program.

In addition, Grant Recipient shall maintain strict adherence to all orders and guidance pertaining to the COVID-19 pandemic issued by the Governor of California, the State Public Health Officer, County Public Health Officer, and/or the Nevada County Director of Environmental Health. Failure to comply with this Section shall constitute a Material Breach of this Agreement and a basis upon which County may immediately terminate this Agreement without notice. In amplification of Section 7 ("Hold Harmless and Indemnification Agreement"), Grant Recipient's material breach herein shall entitle County to any/all damages, including the amounts of judgments, reimbursements, penalties, interest, court costs, legal fees, and all other expenses incurred by County resulting therefrom.

- 2. <u>Grant Fund Allocation</u> County shall allocate CRF Funds designated specific to the coronavirus relief efforts the time and in the amount set forth in herein. The allocation specified in herein shall be the only payment made to Entity for Coronavirus relief effort pursuant to this Agreement. The amount of the CRF Funding shall not exceed <u>Sixty Thousand Dollars</u> (\$60,000).
- 3. <u>Term</u> This Agreement shall commence on September 22, 2020. All grant funds provided by this Agreement shall be expended before December 30, 2020 and reported on per the requirements stated in Section 10. **Agreement Termination Date** of: January 31, 2021.
- 4. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
- 5. <u>Electronic Signatures</u> The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

- 6. <u>Time for Performance</u> Time is of the essence. Failure of Grant Recipient to expend any allocated funding prior to December 30, 2020 shall constitute a return of unspent funds to the County as of the termination date. Grant Recipient shall devote such time to the Coronavirus relief effort pursuant to this Agreement. Grant Recipients unauthorized expenditure of CRF Funds shall constitute a material breach of this Agreement, and in addition to any other remedy available at law, shall serve as a basis upon which the County may elect to immediately suspend CRF Fund payments, or terminate this Agreement, or both without notice.
- 7. Hold Harmless and Indemnification Agreement To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement and the expenditures of the CRF funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless. false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. These Hold Harmless and Indemnification provisions shall survive the termination of this Agreement.
- 8. <u>Drug-Free Workplace</u> Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
- 9. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
- 10. Reporting Requirements: Each grant award recipient of CRF Funds shall report COVID-19 related "costs incurred" during the "covered period" (the period beginning on March 1, 2020 and ending on December 30, 2020). Each grant award recipient shall report data according to these requirements.

# 10.1 <u>County-required Reporting</u>

A "mid-term" report will be due October 31, 2020, and a final report will be due by January 31, 2021.

Data required to be reported includes, but is not limited to, the following:

- 1. the total amount of CRF Fund payments received from County;
- 2. the amount of CRF Funds received that were expended or obligated for each project or activity;
- 3. a detailed list of all projects or activities for which funds were expended or obligated, including:
  - a. the name of the project or activity;

- b. a description of the project or activity;
- c. detailed information on any loans issued; contracts and grants awarded; transfers made to other entities; and direct payments made by the recipient that are greater than \$50.000.

# 10.2 Records of Support

Records to support compliance may include, but are not limited to, copies of the following:

- 1. general ledger and subsidiary ledgers used to account for (a) the receipt of CRF Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
- 2. budget records for 2019 and 2020;
- 3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
- 4. receipts of purchases made related to addressing the public health emergency due to COVID-19:
- 5. contracts and subcontracts entered into using CRF Fund payments and all documents related to such contracts:
- 6. grant agreements and grant subaward agreements entered into using CRF Fund payments and all documents related to such awards;
- 7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
- 8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- 9. all internal and external email/electronic communications related to use of CRF Fund payments; and
- 10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after grant award is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of CRF Fund payments from prime recipients.

- 11. <u>Conflict of Interest</u> Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
- 12. <u>Entirety of Agreement</u> This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
- 13. <u>Alteration</u> No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
- 14. Governing Law and Venue This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

- 15. <u>Compliance with Applicable Laws</u> Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the Services to be provided by this Contract.
- 16. <u>Subrecipient</u> To the extent applicable Grant Recipient is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl
- 17. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

**COUNTY OF NEVADA:** 

Nevada County

County Executive Office Attn: Caleb Dardick

**Address** 

950 Maidu Ave.

Nevada City, CA 95959

Phone: (530) 470-2649

Email: Caleb.dardick@co.nevada.ca.us

**AWARD RECIPIENT** 

South Yuba River Citizens League (SYRCL)

Attn: Melinda Booth

**Address** 

313 Railroad Ave. Ste#101 Nevada City, CA 95959

Phone: (530) 265-5961

Email: melinda@yubariver.org

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

**Authority:** All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF,** the parties have executed this Contract effective on the Beginning Date, above.

COUN	TY OF NEVADA:	
Ву:		Date:
Printed	d Name/Title: Honor	able Heidi Hall, Chair, of the Board of Supervisors
	Ву:	<u> </u>
	Attest: Julie Patters	on Hunter, Clerk of the Board of Supervisors
	Approved as to Fron	n:
	Ву:	
GRAN	T RECIPIENT:	South Yuba River Citizens League (SYCRL)
Ву:		Date:
Name:		
* Title:		

\*If Contractor is a corporation, this agreement must be signed by two corporate officers; one of which <u>must</u> be the secretary of the corporation, and the other may be either the President or Vice President, <u>unless</u> an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).

# Application received in response to RFA No. 130794

**Coronavirus Relief Fund (CRF)** 

"Economic & Community Resiliency Grants"

Program

- 8.3 TAB A: Entity Description (max of 1 page plus 1 page principal's statement of qualifications or resume):
- a. Provide a brief description of your entity including mission, goals, and history in Nevada County. Headquartered in Nevada City, the South Yuba River Citizens League (SYRCL) is the leading advocate for water quality protection, river health and watershed restoration within the Yuba Watershed. We formed in 1983 to prevent new dams being built on the South Yuba, a goal we reached in 1999. Thirty-seven years later, we are widely recognized as one of the most effective watershed groups in the United States.

**SYRCL's MISSION** is to unite the community to protect and restore the Yuba River watershed. Our awarding-winning watershed science program safeguards water quality and restores imperiled headwater meadows and riverbanks impacted by hydraulic mining. Our robust "River People program" mobilizes thousands of volunteers to protect our public lands and advocate for clean water and forest health. Our world-class environmental film festival – the Wild & Scenic Film Festival – reaches more than 100,000 audience members annually, inspiring them to take action for a sustainable future.

# b. Provide the name(s) of the principal responsible for the entities' organizational operations. Be sure to include their qualifications.

Melinda Booth Executive Director, South Yuba River Citizens League, will administer this grant and oversee the collaborative work with partners to ensure grant deliverables are met. Ms. Booth has served as SYRCL's executive director for nearly three years and has worked for the organization since 2011. Under her tenure, the organization grew to have a \$3 million annual operating budget that includes landscape-level conservation work in the Lower Yuba River, the Yuba Headwaters, and Yuba's Forests. See resume on following page.

- c. Describe how many employees or jobs your entity provides opportunities for.
  - 21 Full-time employees, year-round
  - 1 Part-time employee, year-round
  - 3 AmeriCorps members, 10-month terms
  - 4-8 seasonal employees for conservation programs
  - 24 temporary employees for the Wild & Scenic Film Festival's January Event

# d. Describe the community served by your entity.

SYRCL strives to serve the Yuba Watershed, which encompasses portions of Nevada, Yuba, Sierra and Placer counties. The preponderance of our work—restoration, forest health, education, community engagement—takes place in Nevada and Yuba counties.

# e. Describe how your entity plays a "vital and enduring role in the local community."

With a 37-year history, SYRCL is a cornerstone organization protecting the Yuba, thereby helping ensure quality of life and economic prosperity in our community. We have an effective track record of securing outside resources to benefit our region and bringing together diverse entities to protect the commons. Our projects create "green jobs." Our programs help provide positive visitor experiences at the river in the summer. And the Wild & Scenic Film Festival in the winter spurs tourism in a traditionally slow time of year for local businesses. By creating a healthy watershed, our work promotes climate resiliency, wildfire resiliency, water security, carbon sequestration, biodiversity, nonstructural flood control, and endangered species recovery. Additionally, we engage our community as volunteers, citizen scientists, and river advocates along the way, which strengthens civil society.

# Melinda M. Booth

P.O. Box 711 | Nevada City, CA 95959 (650) 207-0495 | melindambooth@gmail.com

<b>FXPFRIFN</b>	
FXPFKIFINI	-

Aug. 11-Present

**South Yuba River Citizens League (SYRCL)** 

Nevada City, CA

Executive Director (Sept. 2017-Present)

Wild & Scenic Film Festival Director (Sept. 2014-Aug. 2017)

Director of Development and Wild & Scenic Events (Aug. 2011-Aug. 2014)

Jan. 09-Dec. 10

**Humboldt State University** 

Arcata, CA

**Lecturer, Environment & Natural Resources Department** 

Instruct NRPI 435, Grant Proposal Writing, for upper-division and graduate

students.

Aug. 07-April 11

**Sequoia Park Zoo Foundation** 

Eureka, CA

**Fund Development Director** 

Aug. 05-Mar. 07

**California Wolf Center** 

Julian, CA

**Development Manager** 

Aug. 01-Mar. 03

**Defenders of Wildlife** 

Sacramento, CA

**California Program Coordinator** 

# **EDUCATION**

May 2005

**University of Montana** 

Missoula, MT

**Master of Science, Environmental Studies** 

THESIS: Determining Resident's Attitudes Toward Black Bear Management in the

Rattlesnake Valley: Missoula, MT

June 2001

**University of California, Davis** 

Davis, CA

Bachelor of Science, Environmental Biology & Management

Specialization in Conservation Biology

### 8.4 TAB B: COVID-19 Impacts (maximum of 1 page):

a. With regards to COVID, explain how the pandemic has impacted your operation, describe how your entity has adapted to the current situation, and outline your plans for adaptation for future sustainability. i. Describe the direct impacts your entity has suffered from COVID.

Due to COVID-19, SYRCL cancelled fundraising events that support education and public safety outreach. Major funders withdrew education programming dollars and national-level sponsors cancelled their pledges for the Wild & Scenic Film Festival. Fee-for-service revenue dropped immediately, as dozens of partner organizations who franchise the Wild & Scenic Film Festival cancelled contracts. We lost hundreds of hours of volunteer time for critical tasks that staff were then required to perform. Further we had to adapt to the social distancing and stay-at-home advisories. This required investing in the following: laptops for telework; a new online platform to produce Wild & Scenic events; staff time to develop safety protocols; staff time to cover water quality monitoring and post public safety signage at the river; staff time to produce assembly programs and other educational content for e-learning; mileage and vehicle expenses to ensure social distancing among field staff.

In our fiscal year 2020-2021 budget, we had to plan for dramatically less income from sponsors, foundations, individual donors, ticket sales, and fee for service.

Further we could not place River Ambassador volunteers at the State Park river crossings this season because of the pandemic. Unfortunately, these outreach volunteers are needed more than ever due to the unsafe conditions caused by unsustainable visitation surging at river access sites.

# ii. Describe the indirect impacts your entity has suffered from COVID.

The South Yuba River State Park, as a result of COVID-19, estimates a 40% increase in visitation. In addition to Parks staff, this situation is over-taxing safety personnel from other county, state and federal agencies. Local infrastructure is impacted, too: roads, parking, trails, waterways, bridges, etc. Community members are distressed about this public health and safety situation and are coming to SYRCL. We are a focal point for this public outcry that something needs to be done.

- iii. If relevant, describe the impact COVID has had on your consortiums or partnership resources. The Yuba River Safety Cohort (a collaboration of County officials, local and regional fire protection districts, law enforcement, state and federal agencies, local NGOs, and community representatives dedicated to addressing safety issues in the Yuba River canyon) and SYRCL are being called on to address as quickly as possible the public health crisis that is brewing at public access sites along the Yuba River. Crowds of people, escaping from months of quarantine, are flocking to the river. The illegal parking, lack of physical distancing, irresponsible driving and harmful littering are a burden to public safety officials and State Parks and this is a direct result of COVID-19. Indeed, summer is typically busy at the Yuba; but this year's serious abuse of beaches, trails, swimming holes and parking lots is overwhelming agency and community personnel and there are not enough resources to effectively manage the increase in visitation.
- b. What specific impact(s) caused by the COVID-19 public health emergency does this proposal address? SYRCL is taking the lead to request relief and resources for a much needed COVID response at the Yuba on behalf of several members of the Yuba River Safety Cohort. We are applying for funding to assist our efforts, South Yuba River State Parks, Sierra Gold Parks Foundation (State Park's supporting organization) and the U.S. Bureau of Land Management. Also, this proposal asks for funds that will replace some of SYRCL's lost business income, due to COVID, which will allow our outreach, education and river monitoring programs to mount an effective response to the pandemic as well.
- c. How does this proposal address the impact(s) you have identified that were caused by COVID-19? Our objective is to purchase safety equipment and supplies to provide various Safety Cohort partners with the tools needed to keep the public land around the South Yuba River i.e. access points, trails, parking lots, roadways safer during the pandemic. Equipment will help with safety messaging ("trails crowded, wear masks"), safer parking, sanitation, patrols & response times, communications, and crowd control to facilitate social distancing. If these interventions are not implemented immediately, the Yuba River could become a hot spot for COVID-19 transmission in addition to a general public safety hazard.

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#### 8.5 TAB C: Economic Impact (maximum of 1 page):

a. Describe entity's history of, and the potential for, a large and ongoing economic impact and/or measurable multiplier effects such as tax revenue (sales tax, Transfer Occupancy Tax), jobs created or retained, etc.

The Yuba River is an economic driver for the region. Nevada County Tourism is at least a \$300 million a year industry (see the Nevada County Tourism Plan, on the County's website) and the Yuba River is the iconic destination that benefits restaurants, local services, and lodging. It also attracts new businesses to the county.

SYRCL's work to unite the community to protect and restore the Yuba River similarly benefits the local economy. Over the last 3 years, it has brought more than \$6 million in state, federal and private funding to the region and invested it in this watershed, natural water infrastructure, and greenhouse gas reducing projects.

Further the Wild & Scenic Film Festival in January mobilizes thousands of visitors to enjoy restaurants, shops, art galleries, and other local businesses and venues. It hires dozens of temporary staff positions, engages hundreds of volunteers and overall improves the economic quality of life during the slow tourist season. It is estimated by the 2018 report, "The Arts & Economic Prosperity in Nevada County," to support an equivalent of nearly 11 full-time employees and generate \$9,600 in local government revenue and \$33,000 in state government revenue per year.

b. Please explain how you document the impact. You may include links to annual reports or studies, etc.

The information about local tourism and its link to the Yuba River and outdoor recreation was found here:

Nevada County Tourism Marketing Plan (formerly the Switchback Plan) (PDF)

https://mynevadacounty.com/937/Economic-Development-Tourism-Marketing

SYRCL tracks funding in our annual budget and financial statements, which are attached to this application.

A few of the ecosystem services offered by our restoration projects are cited here and are available upon request:

- Quantifying hydrologic benefits of meadow restoration while accounting for interannual and spatial variability (conference abstract available upon request). Rachel A. Hutchinson<sup>1,2</sup>, Karl Ronning<sup>1</sup>, Alecia Weisman<sup>1</sup>, Betsy Harbert<sup>1,3</sup>, and Amy G. Merrill<sup>4,5</sup> South Yuba River Citizens League, <sup>2</sup> Tahoe National Forest, <sup>3</sup> California Department of Fish and Wildlife, <sup>4</sup> Stillwater Sciences, <sup>5</sup> American Rivers
- Impacts of lowered baselevel on the hydrology of Van Norden meadow (conference abstract available upon request). Sarah M Yarnell, University of California Davis, Ryan Peek, University of California Davis, Karl Ronning, South Yuba River Citizens League, Rachel Hutchinson, US Forest Service.
- The Results are in for Meadow Restoration. SYRCL website. https://yubariver.org/2018/11/the-results-are-in-on-the-benefits-of-meadow-restoration/

Calculations on the economic impact of the Wild & Scenic Film Festival, with an annual budget of approximately \$500,000 can be found here:

Arts & Economic Prosperity in Nevada County https://www.nevadacountyarts.org/arts-and-economic-prosperity Arts & Economic Prosperity Calculator, page 17.

An article by the *Union of Grass Valley* about how the Wild & Scenic Film Festival drives customers to local businesses can be found here. <a href="https://www.theunion.com/news/local-news/wild-and-scenic-film-festival-pumps-local-businesses/">https://www.theunion.com/news/local-news/wild-and-scenic-film-festival-pumps-local-businesses/</a>

# 8.6 TAB D: Leveraging Partnerships and Resources (maximum of 1 page):

# a. Describe your track record of leveraging additional partnerships and resources.

SYRCL has a long and successful track record with working with partners and leveraging funding sources to accomplish its mission. A recent example is securing match funding from three agencies totaling \$635,000. The organization used this support to form two collaboratives to address fire risk and forest health in the Yuba Watershed -- the North Yuba Forest Partnership and the Yuba Forest Network. Further, we work hand-in-hand with the U.S. Forest Service, University of Nevada-Reno and the Truckee Donner Land Trust on meadow restoration in the Yuba headwaters. Our Lower Yuba Restoration initiative—which has five active projects underway -- involves private landowners, gravel mining companies, engineering firms, Yuba Water Agency, the U.S. Fish & Wildlife Service, and the California Wildlife Conservation Board.

# b. Describe how you will leverage additional funding that in part will contribute to Covid19 recovery.

SYRCL has received PPP funds to help cover staff salaries through July 2020. In addition, we have secured several small technology grants that allowed us to implement a telework strategy for the office. Further, we also received a business grant from State Compensation Insurance Fund to cover the cost of cleaning supplies and PPE purchases.

These smaller grants and PPP support are enabling us to focus on addressing the public safety crisis at the Yuba, due to the pandemic, rather than scrambling for short-term operational needs. Our goal with this request is to benefit the multiple partners within the Safety Cohort (see 8.4.3.iii) that are directly responsible for managing the public lands that are suffering from unsustainable impacts from visitors escaping months of "quarantine."

# c. Describe how these funds will help you remain viable after 12/31/20?

These funds will help the Yuba River and the South Yuba River State Parks stay viable by providing resources for safety personnel to address the crowds and sanitation issues, preventing the river from becoming a COVID-19 hotspot. The increase in visitation this year is likely to continue to some extent and the need for more infrastructure and public safety equipment will have a positive impact for years to come.

These funds will also help SYRCL's primary programs, especially those that rely on general funds, to response the COVID-19 public health crisis. One example is adapting education programs for online learning. This will provide continuity within the organization, keeping SYRCL's community engagement and education work operational and responsive to local needs until we are on the other side of the pandemic.

d. Describe your efforts to access other public and/or private funding for your operation such as Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), line of credit, board investment, loans, etc. (Note: Applicants who received other Federal CARES Act assistance, such as PPP or EIDL, are eligible so long as expenses are not duplicated.)

SYRCL has received a PPP loan and is in the process of applying for forgiveness.

# 8.7 TAB E: Management Capacity and Measurable Outcomes (maximum of 1 page):

a. Describe your entity's capacity to manage, oversee, implement and report on the use of the funds. SYRCL has the staff capacity and accounting systems in place to manage, oversee, implement, and report on the use of grant funds. The organization's full-time Finance Director oversees accounts receivables and payables with special attention to restricted project funding, pays vendors, invoices funders, and creates and monitors SYRCL's annual budget. She uses the accounting software QuickBooks for Nonprofits and follows Fund Accounting principles in addition to the Generally Accepted Accounting Principles set by the Financial Accounting Standards Board. Additionally, grant disbursements and philanthropic funds are tracked in the Development Department's donor database, and weekly reports go to Finance for reconciliation. Staff time is recorded by project and/or program in our timesheet software, Harvest, then subsequently billed to the appropriate funding source.

SYRCL's restoration project grants are multi-year contracts, managed through a quarterly billing system and a restricted funds account. In the fiscal year ending June 2020, SYRCL managed 18 multi-year grants and held between \$55K and \$300K in Restricted Funds. This current fiscal year we continue to manage 18 multi-year grants and currently hold \$212K in Restricted Funds for future grant management. These contracts require quarterly or semi-annual reporting on project deliverables, as well as mid-term and final reports.

Program manager staff implement grant projects. They create detailed worked plans based on the grant contract's scope of work, and track progress and performance with oversight from department directors. Further they collaborate with the Finance Department to create accurate invoices and ensure they are sent in a timely manner.

SYRCL convenes a monthly Finance Committee, which provides additional oversight to the financial position of the organization. It reviews Finance Director's report which includes analyses of Profit & Loss Statements, Balance Sheets, Cash Flow, Aging Receivables, and Budget to Actuals by Program. After the committee meeting, the Treasurer presents the report to the Board of Directors, which adds another layer of scrutiny. Lastly, SYRCL engages a certified public accountant on an annual basis to review and prepare our financial statements, prepare our 990s, and audit our finances. This accountant prepares these reports and presents her findings to the Board of Directors.

#### b. Describe how you will measure and report outcomes.

SYRCL measures the success of a grant project on three dimensions. The first is budget: does the project implementation stay within allowable expenses? The second is task list completion: are project deliverables coming in on time? Why or why not? The third is either conservation or community impact, which requires specialized monitoring (like hydrology studies, species counts, plant survival) or other data collection (e.g. pounds of trash, people reached, media hits, etc.). For the bullets listed in section 8.8.c, SYRCL will report on each of these dimensions, using the methods outlined below.

# i. Be specific about how you will collect data and report your use of funds. SYRCL will do the following:

- Record staff hours spent on this grant contract related to implementation and project management
- · Record and track receipts and invoices in Quickbooks and report expenditures on monthly basis
- Track project success by generating a list of deliverables (see below) and reporting progress monthly
- Collect relevant data on community impact, such as number of partners or community members served

# ii. Be specific about how you will measure and report outcome data quarterly.

SYRCL will do the following:

- Generate a list of project deliverables with dates
- Produce a quarterly progress report that shows status of project deliverables
- Produce a quarterly expense report based on the invoices, expenditures and timesheets tracked to date
- Produce a quarterly report on community impact data

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# 8.8 TAB F: Community Benefit (maximum of 1 page):

# a. Describe how your entity has made a significant community benefit in the past.

SYRCL was formed in 1983 to protect the Yuba River from development and has since become one of the most effective watershed groups in the U.S. SYRCL works with multiple partners to protect the river and restore watershed health across all three forks of the Yuba. Notable achievements include:

- Achieving State Wild and Scenic status for 39 miles of the South Fork of the river, which ultimately
  protected this stretch of river from hydropower construction,
- Monitoring water quality at the watershed scale since 2000,
- Preventing the closure of the South Yuba River State Parks by organizing students and community members,
- Developing its Wild & Scenic Film Festival into a world-renowned event, bringing external resources to benefit our community
- Working to restore headwater meadows and floodplain habitat for fish, and
- Bringing the community together to keep the Yuba River clean and safe and to protect it from unnecessary development and dam proposals.

# b. Describe how your entity has made a significant community benefit in response to Covid19.

SYRCL's Education program has worked to provide online content to support local schools' switch to e-learning. Specifically, it converted its water conservation school assembly program – the Great Water Mystery – into an episodic video and offered it through the library for free. The program staff, anticipating the challenges area schools will have in organizing field trips, are turning our Student Salmon Rafting Tours into virtual Salmon Tours with seven episodes. Program staff also are making the Wild & Scenic Film Festival's student programs an online offering that meets teachers' and curricula needs.

SYRCL has invested in staff to cover the work of 40 volunteers per month to continue River Monitoring – which studies and reports on water quality at more than 35 sites across the watershed. Safeguarding water quality during this time of lock down was deemed as an essential duty by the county.

The River Ambassador program, unable to place volunteers at river crossings, pivoted to focus on placing COVID safety signage at popular areas, as well as implementing online and media education campaigns to spotlight these visitation issues. Our staff has been taking phone calls and complaints from public about the COVID-related crowds and dangers — which has prompted our pursuit of this grant for Safety Cohort partners.

# c. Describe how your proposal would benefit the community.

Grant funds would allow us to:

- Continue supporting local schools by providing additional online education programming and ensuring it meets teachers' needs.
- Continue collecting vital water quality data throughout the watershed and perform additional "first-flush" sampling for metals and bacteria between September December to assess hazardous contamination from many sources including human waste.
- Provide resources to our Safety Cohort partners so they have the equipment and supplies to mount an
  effective response to the COVID visitation issue for the sake of visitors' safety and public health. For
  example, the budget (sec. 8.9.d) includes funds for the Bureau of Land Management to install two vault
  toilets at Purdon Crossing and a call box at Edwards Crossing; communications equipment to assist with
  State Parks' safety patrols.
- Address the COVID visitation issue by extending SYRCL's River Ambassador program's public education efforts throughout the Fall and providing support to Yuba River Safety Cohort.
- Reorganize the Wild & Scenic Film Festival to be a COVID-19-responsible online festival, which will keep
  this cornerstone event strong until it once again can be a live festival and attract visitors to the region.

8.9 TAB G: Budget and Financials (maximum of 1 page plus Budget Template- Attachment C): a. Submit Attachment C with this section.

See attached. Please note that SYRCL is managing several large restoration project grants, and the implementation phase is set for this year. This means larger project budgets for consultants and sub-contractors. These are federal and state restricted funds that cannot be diverted for COVID response. Also, they are planned expenditures assuming project work will NOT be delayed due to COVID. Therefore, the increase in our FY2021 budget in state and federal funding hides how general fund programs have been impacted by COVID-19.

b. What is your total funding request for this grant? \$252,700

c. What is the timeframe for this program? (Keep in mind CARES funds must be expended by December

30, 2020) March-December 30, 2020 for income loss.

August-December 30, 2020 for program implementation.

- d. Describe specifically how the CARES funding will be used.
- i. Provide an itemized funding request and brief funding narrative for the impacted time frame between March 1, 2020 and July 31, 2020.
- ii. Provide an itemized funding request and brief funding narrative for the forecasted impacted time frame between August 1, 2020 and December 31, 2020.

### \$64,800 State Parks purchases

\$7,000 for new signage, signage repair & maintenance

\$23,000 for vehicle radio repeaters, line of sight radios, multi-band radios

\$15,000 for electric bikes for trail patrol and faster response times

\$11,700 for FLIR (night vision), binoculars, GPS, battery jump boxes

\$5,100 for water rescue (throw bags, vests, booties, life jackets, helmets, lifeguard tubes)

\$3,000 for staff time to coordinate with SYRCL

#### \$75,000 Bureau of Land Management purchases

\$30,000 for 2 CXT single stall toilets

\$30,000 for delivery, installation and set up

\$15,000 for a call box at Edward's Crossing

### \$32,000 North San Juan Fire Protection District purchases (or other Safety Cohort partner TBD after Jones Fire)

\$30,000 for 2 digital road signs

\$2,000 for delivery and setup

# \$80,900 \*SYRCL programs to respond to COVID-19

\$15,000 Education - staff, contractors & technology to move programs to online for e-learning

\$10,000 Project management – coordinate with partners, make partner purchases, track project deliverables

\$10,000 River Monitoring: additional staff time, vehicle costs, lab fees for bacteria + metals testing in Sept-Dec.

\$15,000 River Safety awareness and education efforts: staff time and advertising on YubaNet, social media, etc.

\$25,000 Safety equipment purchases (to lend/donate to other Yuba River Safety Cohort members)

Digital road sign to lend or donate to public agency

Sandwich boards

Storage services for equipment

Communications equipment for safety cohort

\$5,900 for Film Festival – extra cost for digital platform for a COVID-19 responsive event and school program

\$252,700 TOTAL to be spent Aug 1 - December 30, 2020

# \*\$80,900 SYRCL request partially replaces the following lost income due to COVID-19

\$204,427 Mar-July, 2020: related to lost education funding, event revenue, sponsorships and fee for service \$143,427 Aug-Dec, 2020 projected: lost education funding, event revenue, sponsorship and fee for service.

Further SYRCL's portion (\$80,900) represents 32% of the total request. 68% or more of this grant will be donated to other members of Yuba River Safety Cohort.