



May 5, 2026 Regular Meeting of the McKinleyville Community Forest, Forest Management Plan, Budget, and Finance Subcommittee

Time: 4:30 p.m.

Location: MCSD Conference Room, 1656 Sutter Road, McKinleyville, California

Or

Teleconference via ZOOM or Telephone

Use ZOOM MEETING ID: 843 3939 9410 (<https://us02web.zoom.us/j/84339399410>)

or DIAL IN TOLL FREE: 1-888-788-0099 (No Password Required!)

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above.

The public may submit written comments to the Board Secretary at:
comments@mckinleyvillecsd.com up until 4:30 p.m. on Monday, May 4, 2026.

Agenda

1 Call To Order & Roll Call

2 Pledge of Allegiance

3 Additions or Changes to the Agenda

Items may be added to the Agenda in accordance with Section 54954.2(b)(2) of the Government Code (Brown Act), upon a determination by two-thirds vote of the members of the legislative body present at the time of the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the McKinleyville Community Services District after the Agenda was posted.

4 Approval of the Agenda

5 Public Comment and Written Communications

Any person may address the Subcommittee at this time upon any subject not identified on this Agenda but within the jurisdiction of the Subcommittee; however, any matter that requires action will be referred to staff for a report of action at a subsequent Subcommittee meeting. As to matters on the Agenda, an opportunity will be given to address the Subcommittee when the matter is considered. Comments are limited to 3 minutes. Letters should be used for complex issues.

6 Consider Approval of Minutes from April 7, 2026 Subcommittee Meeting

Attachment 1 – Draft Minutes from April 7, 2026 (Pg. 5)

7 Discussion of Potential Memorial Grove Program in the McKinleyville Community Forest (Pg. 9)

Attachment 1 – Memorial Grove Assessment (Pg. 13)

Attachment 2 – Naming and Dedication Policy (Pg. 17)

Attachment 3 – MCF Forest Fund Donor Recognition Program (Pg. 21)

Attachment 4– Project Agreement Between California Department of Parks and Recreation and Save the Redwoods League (Pg. 23)

8 Committee Member Announcements and Future Agenda Items

- California Department of Fish and Wildlife Update
- CAL FIRE Forest Health Program Grant Update
- Next FMP Subcommittee Meeting: June 2, 2026 @ 4:30pm
- Next MCF Committee Meeting: May 19, 2026 @ 5:30pm
- Next TICS Subcommittee Meeting: May 26, 2026 @ 5:15pm
- Possible review of CFIP grant projects

9 Adjournment (Estimated 6:00 p.m.)

Posted 5:00 p.m. on May 1, 2026

Pursuant to California Government Code Section 54957.5. this agenda and complete packet are available for public inspection upon request at the MCSD office, 1656 Sutter Road, McKinleyville. If you would like to receive the complete packet via email, free of charge, contact the Board Secretary at (707)839-3251 to be added to the mailing list.

McKinleyville Community Services District will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Board Secretary at (707) 839-3251. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements for accommodations.

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**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY
FOREST MANAGEMENT PLAN, FUNDING, AND BUDGET SUBCOMMITTEE HELD ON TUESDAY,
APRIL 7, 2026 at 4:30 P.M.
IN PERSON AT THE MCSD OFFICE CONFERENCE ROOM – 1656 SUTTER ROAD,
MCKINLEYVILLE, CALIFORNIA
and
TELECONFERENCE Via ZOOM & TELEPHONE:
Use ZOOM MEETING ID: 843 3939 9410 (<https://us02web.zoom.us/j/84339399410>)
or DIAL IN TOLL FREE: 1-888-788-0099 (No Password Required!)**

AGENDA ITEM A. CALL TO ORDER:

- 1.a Call to Order:** The meeting was called to order at 4:33 p.m. by Kevin Creed.
- 1.b Roll Call:** The following members and staff in attendance in person at the MCSD Conference Room:

Maya Conrad, Subcommittee Vice Chair (arrived at approximately 4:35 p.m.)
Kevin Creed, Subcommittee Chair
Patrick Kaspari, MCSD General Manager
Kirsten Messmer, MCSD Parks and Recreation Director
Jennifer Ortega, Committee Member

Subcommittee Members Present via Zoom:
Joel Rink, Committee Member

Staff in Attendance:
Jess Elm, MCSD Environmental Programs Coordinator

- 2. Pledge of Allegiance:** The Pledge of Allegiance was led by Kevin Creed.
- 3. Additions or Changes to the Agenda**

There were no additions or changes to the agenda.

Maya Conrad arrived at 4:35 p.m.

4. Approval of Agenda

Motion: It was moved to approve the agenda.

Motion by: Patrick Kaspari **Second:** Jennifer Ortega

Roll Call: Ayes: Maya Conrad, Kevin Creed, Patrick Kaspari, Kirsten Messmer, Jennifer Ortega

Nays: None

Absent: Joel Rink

Motion Summary: Motion passed.

5. Public Comment and Written Communications

There was Public comment from Karen Kiemnec-Tyburcz, an applicant for the open Alternate Non-Voting Member seat for the McKinleyville Community Forest Committee, who wanted to introduce herself.

6. Review and Approval of Minutes from March 3, 2026 Subcommittee Meeting

Motion: It was moved to approve the March 3, 2026 meeting minutes.

Motion by: Maya Conrad **Second:** Patrick Kaspari

Roll Call: Ayes: Maya Conrad, Kevin Creed, Patrick Kaspari, Kirsten Messmer, Jennifer Ortega

Nays: None

Absent: Joel Rink

Motion Summary: Motion passed.

7. Review of Draft Community Forest Management Plan v. 2026_03_31

Item presented by Kevin Creed. The Subcommittee edited the most recent version of the Draft Forest Management Plan (FMP) in real time and discussion ensued. The McKinleyville Community Forest Committee (MCFC) had until March 27, 2026 to send any edits or suggestions that they had for the Draft FMP to Jess Elm. The edits were then compiled into one master Draft FMP that the Subcommittee reviewed during this meeting to finalize. The MCFC will review the final Draft FMP document during the MCFC meeting on April 21, 2026. Following the review, they will consider recommending the document to the MCSD Board for final approval. The Subcommittee also reviewed the *MCF Project Pathway* document that Kevin Creed submitted.

There was no public comment.

Motion: It was moved to approve the final edits to the Draft FMP and bring the document to the MCFC for their review.

Motion by: Maya Conrad **Second:** Kirsten Messmer

Roll Call: Ayes: Maya Conrad, Kevin Creed, Patrick Kaspari, Kirsten Messmer, Jennifer Ortega

Nays: None

Absent: Joel Rink

Motion Summary: Motion passed.

8. Discussion of Potential Memorial Grove Program in the McKinleyville Community Forest

Item presented by Kirsten Messmer, MCSD Parks and Recreation Director. She recommended that the FMP Subcommittee should begin having discussions on the potential establishment of a Memorial Grove Program within the McKinleyville Community Forest (MCF). She also requested that the members give Staff direction on different aspects of the program development that should be considered, such as, policy considerations, pricing structure, and program goals.

The Subcommittee commented, discussed, and asked clarifying questions.

There was no public comment.

This was an information only item. No action was taken.

9. Committee Member Announcements and Future Agenda Items

- Next FMP Subcommittee Meeting: May 5, 2026 @ 4:30pm
- Next MCF Committee Meeting: April 21, 2026 @ 5:30pm
- Next TICS Subcommittee Meeting: April 28, 2026 @ 5:15pm
- Possible review of CFIP grant projects
- Kirsten Messmer announced that there is going to be a Trail Summit on May 30, 2026 hosted by Humboldt Trails Council

10. Adjournment

Meeting Adjourned at 6:07 p.m.

Jess Elm, Environmental Programs Coordinator

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2. Program Purpose

- Honor individuals, families, or community members
- Support forest restoration and stewardship efforts
- Provide a meaningful connection between donors and the forest

3. Potential Funding Structure

- Consider a minimum contribution threshold (e.g., \$25,000 or similar tiered structure)
- Funds could be directed toward:
 - Forest restoration and thinning projects
 - Trail improvements and maintenance
 - Habitat enhancement
 - Long-term stewardship funding

4. Recognition Options (To Be Determined)

- Low-impact signage or plaques
- Memorial bench or picnic table

5. Policy Considerations

- Eligibility and criteria for dedications
- Equity and accessibility considerations
- Long-term maintenance responsibilities
- Limits on number and placement of groves

Key Questions for Committee Consideration

- Is there interest in establishing a Memorial Grove Program in the MCF?
- What level of development should staff pursue (conceptual vs. detailed policy)?
- What guiding principles should shape the program (e.g., equity, access, ecological focus)?
- Should the program strictly require a financial contribution, or allow other forms of recognition?

Other related discussion points and questions can be seen in (**Attachment 1**) from Kevin Creed.

At the previous FMP Subcommittee meeting held on April 7, 2026, members began discussing the logistics for establishing a Memorial Grove within the MCF. Through initial discussions, Subcommittee members were favoring the idea of having a fee-based program that is loosely based on the Save the Redwood League, where a fee of approximately \$25,000 would be charged and used to create a restoration Memorial Grove in the Community Forest. Staff also requests Subcommittee members to consider the information provided in **Attachments 2, 3, & 4** and how it may apply to the Potential Memorial Grove Program in the McKinleyville Community Forest.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

No immediate fiscal impact. Future program development may generate revenue to support forest management and stewardship activities.

Environmental Requirements:

Not applicable at this time.

Exhibits/Attachments:

- Attachment 1 - Memorial Grove Assessment
- Attachment 2 - Naming and Dedication Policy
- Attachment 3 - MCF Forest Fund Donor Recognition Program
- Attachment 4 - Project Agreement Between California Department of Parks and Recreation and Save the Redwoods League

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2/18/2026 Draft

McKinleyville Community Forest Committee:

Forest Management/Planning/Finance Subcommittee

Subject: Establishment of a Memorial Grove within the McKinleyville Community Forest

Background

The Forest Management/Planning/Finance/Budget Subcommittee was tasked by the McKinleyville Community Forest Committee to develop a methodology by which a memorial grove within the McKinleyville Community Forest (MCF) can be established. Development of this methodology is to address a number of considerations/questions which were posed by the McKinleyville Board of Directors and any other considerations which the Subcommittee deems relevant.

This document is meant to be a guide/tool for the Subcommittee in undertaking the assigned task.

Goal

Develop a methodology that delineates how a memorial grove might be established in the McKinleyville Community Forest subject to approval by the MCSD Board. This methodology must set parameters for a memorial grove. The methodology might be the basis of a new corresponding MCSD policy.

Questions/Concerns:

What is a Grove?

1. From a professional forester's perspective, what constitutes a 'grove'? Is there a minimum acreage for a grove?
2. What would be the minimum acreage for a redwood grove? (for it to thrive, all else being equal)
3. If a memorial grove is intended to be predominantly one species, i.e., redwoods, what percentage of other species should be present for a more balanced grove?
4. Should there be a limit on: the maximum size of any one memorial grove and should there be a limit on the total acreage of memorial groves in the MCF, e.g., 10%, 20%?
5. What is a memorial grove from a forest user's perspective?

What is the purpose of a memorial grove in the MCF? Is it to:

“To recognize and honor an individual for their aggregate substantial, altruistic and extraordinary contributions to MCSD as an employee, Board Member, other allied agency affiliations, and volunteerism resulting in demonstrative improvements and accomplishments of MCSD and particularly to the MCF.”

1. What are the potential benefits to MCSD?
 - Demonstration of appreciation and gratitude in a visible and lasting way.
2. What are the potential drawbacks to such memorial groves?
 - Potential criticism for approving a grove for one particular individual and not approving a grove for another individual?
3. How are the costs of establishing a memorial grove to be funded? District funds, HAF MCF funds, donations, combination? Cost may vary depending on the specifics of the starting conditions of the proposed memorial grove.

Memorial Grove Parameters

1. The establishment of a memorial grove must be approved by the MCSD Board of Directors.
2. A memorial grove must be at least X acres but no larger than Y acres.
3. The total acreage of all memorial groves within the MCF shall not exceed Z acres.
4. Memorial groves shall not be subject to timber harvesting. Exception: removal of trees that pose an imminent risk to forest users and/or diseased trees.
5. Memorial groves shall not have more than one bisecting pedestrian, equestrian only accessible trail. Other use trails are prohibited.
6. Memorial grove signage and benches must be funded and completed as part of the establishment of the corresponding grove.
7. Public/McKinleyville resident(s) or non-MCSD organization may submit a request to the McKinleyville Community Forest Committee for the establishment of a memorial grove in the MCF to honor a specific individual. A submittal form for such requests will be developed.
8. The signage for a MCF memorial grove resulting from a request as described above shall only reflect the name of the individual to be honored and shall not have any reference to the requesting individuals and/or organization.
9. A bench within a memorial grove maybe dedicated to the individual being honored by the grove and may have an attached plaque that reflects the wishes of the family and/or organization. While the cost of the bench including installation will be born

by the donor, any corresponding memorial plaque on the bench, including installation, will be the responsibility of the requesting party.

The plaque is subject to approval by the Board of Directors including dimensions and wording.

10. Memorial grove signage must be consistent with other MCF signage in construction, materials and appearance, including trail signage.

Process

1. Proposal for a memorial grove originates in either:
 - a. A request from a community member or organization is submitted to the McKinleyville Community Forest Committee; or,
 - b. A proposal for a memorial grove arises within the MCSD structure or MCF related committees.
2. Proposal is assessed by the McKinleyville Community Forest Committee and either:
 - a. Returned to the originator to respond to questions or provide more information; or,
 - b. Returned to the originator with an explanation as to why the proposal is being denied.
 - c. The MCFC consults with the TICS Subcommittee for input.
 - d. If deemed a viable proposal, the MCFC forwards the proposal to the Board of Directors.
3. The Board of Directors consider the MCFC recommendation, asks for clarification and/or additional information and, as warranted, votes to either approve or deny the proposal.
4. If approved, the approved proposal for the memorial grove is added to the MCF projects list.

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POLICY FOR THE NAMING AND DEDICATION OF DISTRICT FACILITIES

POLICY PURPOSE

This Policy establishes a process and criteria for the consideration of requests by McKinleyville resident(s), the Wiyot and other local tribes, local indigenous people, business owner(s), organization(s), and/or property owner(s) for the naming or renaming of District facilities.

POLICY STATEMENT

It is the policy of the McKinleyville Community Services District (District) to provide a process for consideration of the naming and renaming of District facilities. District facilities are public places and as such naming bestows some measure of value. Naming should be applied in order to bestow this value across all sectors of our community with attention to representation of under-represented communities including but not limited to local tribes. In general, existing facilities should only be renamed in exceptional circumstances. Naming requests will be considered which best serve the interests of the District and which ensure a worthy and enduring legacy. To this end the District supports consideration of naming requests according to the following guidelines and criteria.

DEFINITIONS

The term “facilities” shall include buildings, rooms, interior spaces, exterior spaces (i.e. gardens, courts, plazas, fields, open spaces, forests) and all other tangible and relatively permanent features owned, operated or controlled by the McKinleyville Community Services District.

GUIDELINES & CRITERIA

1. Process for Naming New Facilities

- 1.1. Facilities shall be named at least 30 days before the facility is open for operation.
- 1.2. The District shall create a Naming Committee which will publicly solicit proposals for naming new facilities from community resident(s), the Wiyot Tribe, and other local Tribes, business owner(s), organization(s) or property owner(s).
 - 1.2.1. Proposals shall be made in writing and shall be consistent with the criteria referenced in Section 4 of this Policy.
- 1.3. From the submitted proposals, the Naming Committee will develop a list of up to three possible names for a new facility to present to the Board of Directors for consideration and public comment.
- 1.4. The District shall hold a minimum of one public hearing to receive public comments on names proposed by the Naming Committee.
- 1.5. Naming of District facilities shall be executed by the District Board of Directors via Resolution.

2. Process for Renaming Existing Facilities

- 2.1. A request to rename a District facility may be initiated by one or more McKinleyville resident(s), business owner(s), organization(s), member(s) of a tribal community, property owner(s) or by the MCSD Board of Directors using the Application for Commemorative Naming and Dedication of McKinleyville Community Services District Facilities. The Application shall include letters of support, articles, documents, and other evidence demonstrating broad-based community support for the Application.
- 2.2. The Application shall identify the District facility, state the reason(s) for the proposed name change and specify the proposed name.

- 2.3. The General Manager and/or designated District staff will review the Application and determine if it is consistent with the Naming Policy. If consistent the Application will be forwarded to the District Board of Directors for review and consideration.
- 2.4. Applications that are determined by the General Manager to be incomplete, without sufficient support, or that are otherwise inconsistent with the Policy will be returned to the applicant together with a written explanation for the return. The applicant may resubmit the Application at any time with new or additional information to correct insufficiencies identified by the General Manager.
- 2.5. All decisions with respect to the renaming of District facilities will be at the discretion of the District Board of Directors, which shall determine whether a District facility or portion thereof should be renamed.
- 2.6. Naming/Renaming of District facilities shall be executed by the District Board of Director via Resolution.

3. Process for Naming/Renaming portions of a District Facility

- 3.1. The process outlined in Section 2 above shall be followed.
- 3.2. Areas within a District facility may be named or renamed as referenced in Section 4 of this Policy entitled "Criteria to be used in Naming All District Facilities" shall be followed.
- 3.3. Plaques or other appropriate types of markers may be used when an area or portion of a District facility is named or renamed.
- 3.4. The costs of plaques or markers and/or the replacement of signs resulting from or done in conjunction with the dedication or commemorative naming/renaming of an area will be borne by the individual, group or organization requesting the name.
 - 3.4.1. The design, type and/or style of plaques, markers and/or signs must be approved by the District prior to installation.

4. Criteria to be used in Naming All District Facilities: Priorities to be considered in naming all District facilities shall be as follows:

- 4.1. General Criteria: Names shall:
 - 4.1.1. Engender strong positive image
 - 4.1.2. Be appropriate in regard to the facility location and/or history
 - 4.1.3. Have historical, cultural and/or social significance for future generations
 - 4.1.4. Commemorate places, people or events that are of continued importance to the community or region and/or local tribes.
 - 4.1.5. Have broad public support
- 4.2. Tribal: Names as determined through consultation with the Wiyot tribe, and other local tribes as relevant, with special consideration given to names that preserve regional tribal languages.
- 4.3. Historic: Names of historic events, groups, organizations, and indigenous tribes/communities, or persons at the local, regional, or national level of major significance with special consideration given to the natural and cultural history of the local area currently called McKinleyville.
- 4.4. Natural or Geologic: Names based on distinctive, predominant, and defining natural features of the area or region with special consideration given to names that preserve regional tribal languages.
- 4.5. Individual, Groups, Organizations, or Nations: Names of persons, groups, organizations, or nations having longstanding affiliation with the McKinleyville community of not less than ten (10) or more years of significant community service, involvement, or contributions beyond the ordinary interest level whose efforts have:
 - 4.5.1. Enhanced the quality of life and well-being of community residents;

- 4.5.2. Contributed to the preservation of the town's history or culture, with special consideration given to the area's indigenous history and living cultures;
- 4.5.3. Made exemplary or meritorious contributions to the District or its residents; or
- 4.5.4. Contributed to the acquisition, development, or conveyance of land, buildings, structures, or other amenities to the District or community.

5. Other Considerations: The McKinleyville Community Services District reserves the right to rename any District facility if the individual, group, or organization for which it is named turns out to be disreputable or subsequently acts in a disreputable way.

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McKinleyville Community Forest Fund Donor Recognition Program

Help grow the legacy of the McKinleyville Community Forest by supporting the *McKinleyville Community Forest Fund* at the Humboldt Area Foundation (HAF). This permanent endowment was launched with a generous \$25,000 donation from Rick Littlefield and Eureka Natural Foods to ensure long-term care and enhancement of the Forest.

As the fund grows, annual dividends will help support trail maintenance, new trail development, habitat protection, and community access improvements. Every gift helps sustain this treasured community resource for generations to come.

Recognition Levels

Legacy Steward – \$10,000+

Receive a concrete picnic table with your logo or memorial plaque, placed in the Community Forest or along a trail. Recognition reflects your enduring commitment to the Forest's future.

Forest Benefactor – \$5,000+

Be recognized with a trailside bench featuring your logo or memorial plaque at a scenic or rest location within the Forest.

Habitat Partner – \$2,500+

Your logo or name will be featured on an interpretive sign highlighting the Forest's natural or cultural features.

Trailhead Supporter – \$1,000+

Your name will appear on the Trailhead Recognition Board at the Murray Road parking area, welcoming visitors to the Forest.

Community Friend – \$250–\$999

Be recognized on the MCSD website, social media, and annual report as a valued supporter of the McKinleyville Community Forest.

Additional Information

- Recognition items are built to last and designed to complement the natural character of the Forest.
 - All inscriptions, logos, and placements are subject to MCSD approval.
 - Donations are tax-deductible through the *McKinleyville Community Forest Fund* at HAF.
 - Donors will receive a formal acknowledgment and tax receipt from the Humboldt Area Foundation.
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Join Us

Become part of the McKinleyville Community Forest legacy.

Your gift helps preserve open space, connect people to nature, and strengthen our community for generations to come.

To contribute, visit hafoundation.org and search “McKinleyville Community Forest Fund”, or contact McKinleyville Community Services District at (707) 839-3251.

Together, we can grow a forest of community support.

**PROJECT AGREEMENT
BETWEEN
THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
AND
SAVE THE REDWOODS LEAGUE
for the League's Honor Tree & Memorial Grove Program**

This Project Agreement ("Agreement") is entered pursuant and subject to the Proud Partner Agreement between the Department of Parks and Recreation ("Department") and Save the Redwoods League ("League") for collaboration on Redwood State Park projects and programs, the terms and conditions of which contemplate this Agreement and which are incorporated herein by this reference. The purpose of this Agreement is to outline the roles and responsibilities of the Department and the League, collectively the "Parties", in connection with the Parties' *Honor Tree and Memorial Grove Program* ("Program" or "Grove Program"). This Agreement recognizes that both Parties have made a long-term commitment to this initiative; however, circumstances may arise necessitating adjustments and both Parties agree to maintain flexibility.

A. RECITALS

About Save the Redwoods League. The League's mission is to protect and restore redwood forests and connect people with their peace and beauty so these wonders of the natural world flourish. In carrying out its mission, the League has historically provided support to the Department and routinely works with the Department to accomplish shared goals in redwood parks throughout California.

About Department of Parks and Recreation. The Department's mission is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources and creating opportunities for high-quality outdoor recreation. In carrying out its mission, the Department has routinely partnered with the League to accept support and accomplish shared goals in redwood parks throughout California.

About the Grove Program. Since 1921, Save the Redwoods League and the Department have partnered through the Parties' Honor Tree and Memorial Grove Program.

The Program provides means for donors to make significant contributions to the League's work and the Department's mission, and in recognition of their gifts, have honorary redwood forest acreage (Grove) or an individual tree dedicated to honor or memorialize a person, organization or occasion. Since the program started, over 204,600-acres have been purchased and transferred to the Department with the help of more than 1,000 League donors and their generous donations. The program has been, and continues to be, an instrumental tool for

raising private funds needed for the League to protect, restore and steward redwood lands in partnership with the Department for generations of visitors to enjoy.

Gifts made towards a Grove dedication support diverse programs including redwood forest conservation through state park infrastructure improvement projects, acquisition of land and conservation easements, forest restoration, forest stewardship and scientific research, education and interpretation regarding redwood forests.

B. AUTHORITY

- 1) The Department is authorized to accept gifts, services and donations pursuant to California Public Resources Code ("PRC") §§5005, 5009 and 5009.1.
- 2) The Department is authorized to enter into sponsorship agreements in order to secure long-term private funding sources to ensure that units of the State Park System are preserved and open for public use and enjoyment (PRC §5009.3.)
- 3) California State Park Commission Policy II.2 - CLASSIFICATION AND NAMING UNITS, FEATURES, GROVES AND TRAILS OF THE STATE PARK SYSTEM states that the California State Park and Recreation Commission (Commission) has the oversight for the approval of the selection and names given to Groves within State Parks.
- 4) California State Parks Departmental Operations Manual Chapter 1800 Section 1446.1 MEMORIAL GROVES states that District Superintendents are responsible for groves and memorial programs in their District.
- 5) California State Parks Donor & Sponsorship Recognition Guidelines (revised October 2007) states in Section III.B.2.f: On-site Recognition- Permanent Plaques, Section III.B.3: Memorials/Commemorative Works/Memorial Gifts and Section III.C: The Memorial Grove Program is recognized as a pre-existing donor program qualifying as an exception to the general policy that does not allow permanent signage for donor recognition.

Various written correspondence and past practice have generally guided the Grove Program collaboration consistent with B.1, B.2 and B.3 above. This Project Agreement is intended to supersede prior communications and practices and is also intended to be consistent with B.1, B.2 and B.3 above.

C. STATEMENT OF WORK

- 1) **Background.** Traditionally, areas where Groves have been made available for dedication are on land that was protected with the help of the League and then transferred or designated to a public agency partner for long-term management.
- 2) **Facilitating the Grove Program.** The Department and the League have successfully collaborated to implement the Grove Program and wish to continue their cooperation, thereby ensuring that the Program will remain successful. Since 2011, the League has

provided an annual donation to The Department to fabricate, install and provide maintenance and related support for Grove sign projects throughout the year (Grove Program Grant). The Grove Program Grant also helps to fund two Department staff positions to support this work. The League may continue to provide these funds as long as funding is appropriate and available.

The League and the Department agree to cooperate regarding the Grove Program as follows:

- a. In collaboration with Department staff, the League identifies and maps the locations of Grove areas. Through this process, over 1,000 Groves and hundreds of trees (within a few select Groves) have been dedicated in more than 20 California Redwood State Parks located between the central coast to the Oregon border and east in Calaveras Big Trees State Park. Approximately 900 Groves are currently available for dedication in 18 California Redwood State Parks that are located within five districts including North Coast Redwoods District, Sonoma-Mendocino Coast District, Santa Cruz District, Monterey District and Central Valley District (each referred to separately as "District"). Other California Redwood State Parks contain dedicated Groves, however, no Grove parcels remain available at these park locations.
- b. The League agrees to make it clear to donors who participate in the Program all funds raised under the Program will be used to protect, restore and steward redwood lands consistent with the missions of the League and the Department. The League will be responsible for fulfilling all promises and representations made by the League to donors.
- c. Donors make significant donations to the League and in recognition of their contribution, a Grove can be dedicated. Currently, Grove donation amounts range from \$25,000 to \$1 million and vary based on the size of the trees, acreage (generally 1 - 10 acres), accessibility and location. Tree donation amounts range from \$2,500 to \$25,000.
- d. Once a donor makes their gift for the dedication of a specific Grove, the League presents the Grove naming to the Commission. When approved, a formal resolution from the Commission and an updated Grove map is provided to the donor. The Department and the League have previously agreed that this formal process is not necessary for individual trees and this Agreement does not modify that agreement.
- e. After a Grove is named, it remains an honorary designation within a state park. No real property value or additional rights are transferred to the donor. The land remains the property of the Department. No fences or boundaries are erected. Instead, the Grove is marked by a Department- approved donor recognition sign.

f. Department Liaison (see 3.a below for description of Liaison) will cooperate with the League to install and help maintain a sign that identifies each Grove and, in some cases, assist to provide donor(s) with a tour of proposed or dedicated Groves.

3) **Operating Procedures.** League and Department staff in the five identified districts intend to adhere to the following operating procedures to implement the Grove Program. The five districts include: 1) North Coast Redwoods; 2) Sonoma-Mendocino Coast; 3) Santa Cruz; 4) Monterey; and 5) Central Valley:

a. **Designated District Liaison.** Each District will identify one liaison to be the primary contact (Liaison) for the Grove Program. The Liaison is the primary contact person with other Department personnel, the League and the public in carrying out this program. See below for the description of duties to be performed by the Liaison.

b. **Identification of New Groves.** League and the Liaison will work together to identify new potential Groves. Once identified, League and the Liaison will submit a template letter and map to the District Superintendent for approval. Once new Groves are approved by the District Superintendent, League will update the maps to show the newly available Groves and send GIS information to District.

c. **Grove Designation.** Once a donor selects an available Grove and completes their gift for the dedication, League will present the Grove naming to the Commission. If needed, the Liaison will assist the League in communicating with the Commission. Once approved, the Commission will provide a formal resolution to the League. The League will update the Grove map to show the designation (see Section C- Statement of Work). League will notify the Liaison of new dedications approved within the District.

For tree dedications, the process described for tree dedication and ongoing administration applies, except that Commission approval is not necessary.

d. **Grove Signs.** When Grove sign installation is necessary for a new Grove, League will order a sign from a Department sign shop or other available sign-maker at cost to League. The Liaison shall arrange for the timely installation of the sign, including identifying and coordinating necessary permitting if needed. League will work with each Liaison to preemptively complete a Project Evaluation Form (PEF) and any other necessary permitting for all future Grove signs. Once installed, the District will photograph the new sign and send to the League Grove Program Manager. Grove signs are subject to change by mutual written agreement between Department and League. Signs and other recognition items including any and all intellectual property rights that attach thereto are Department property.

In tree dedications, trees have been previously tagged with small arbor tags that show a number that corresponds with our database of trees. Once a donor dedicates a tree, the signage is not updated or changed. As with Grove signs, tree signs are subject to change by mutual written agreement between Department and League. Signs and other recognition items including any and all intellectual property rights that attach thereto are Department property.

4) Specifications of Grove Signs. Department and League agree to the following processes and specifications related to Grove signs:

a) Sign fabrication. Grove signs shall be constructed at the North Operations Center sign shop at Redwood National Park/Jedediah Smith Redwoods State Park in Crescent City, California.

1) Fabrication personnel. The League granted \$50,000 during the fiscal year, 04/01/2017 to 03/31/2018, to defray part of staff costs and has granted similar amounts in past years (see reference to annual Grove Program Grant above).

- i. Department shall track and report staff hours and the status of grant funds to the League. Any balance remaining at the end of the grant term shall carry over to the following year or shall be returned to the League, as requested by the League.
- ii. The League shall determine on an annual basis to what extent it will grant funds to the Department for this purpose. If funds are limited or unavailable, the League and the Department will meet to create an alternative plan, with no guarantee of commitments by either party.
- iii. Pursuant to PRC §5009.1(b) the Department shall provide to League an accounting of all expenditures made from the donated funds until all of such funds have been expended. The accounting shall be provided on an annual basis unless otherwise agreed to by the Parties.
- iv. The North Operations Center shall keep a correspondence log for ordering and shipping signs between Districts (e.g. order dates, expected manufacture and ship dates) and shall share this log with the League.

- 6) **Costs associated with the Grove Program.** Parties agree to share costs, as they have done historically, and will agree upon cost-sharing on a yearly basis confirmed via written communications at both the district level and with the North Operations Center. The Department's portion of the costs includes staff support to the Program, typically limited to serve as Liaison to the Program and to process the permitting. The Department's total support for the project shall not exceed the annual sum contributed to the Department by the League.
- 7) **Maintenance.** The League and the Department are committed to maintaining the reputation of the Grove Program and to maintaining the Grove signs. While maintaining all Grove signs may not be possible at all times, both Parties will strive to perform maintenance and improvement projects in a timely manner when possible.
- 8) **Files.** When a new Grove is selected and named by a donor, the Liaison will prepare a file folder for the Grove which will be placed in the District central files. The file will contain, at a minimum, a copy of the Commission resolution that establishes the Grove, a map showing the location of the Grove in the park unit and, if applicable, the location and photo of the installed Grove sign. Copies of any correspondence directly pertaining to the Grove should be included in the file. In addition, each Liaison will create and maintain a file specific to that District which identifies all existing Groves, maintenance issues, PEFs identifying all required permits, approvals, and written agreements (including construction contracts, etc.), the Parties' respective commitments in securing them, and timelines for obtaining them. The Liaison shall oversee the creation of these files. The Partnerships Office, along with the League, will each maintain files on all general Grove Program related documentation, including a correspondence log kept by the North Operations Center for ordering and shipping signs between Districts (e.g. order dates, expected manufacture and ship dates).
- 9) **Tours of Groves.** The Liaison may show a Grove to a prospective or existing donor if Liaison is available and when requested by the League. The Liaison will arrange to show the Grove to the individual or group themselves or arrange for a qualified substitute from the Department. Every reasonable effort will be made to provide a tour of the Grove consistent with normal operation of the District.
- 10) **Notification of Changes.** The Liaison shall maintain ongoing and timely communication with the League, including notification of:
 - Grove signs reported as being damaged, vandalized, or stolen.
 - Grove signs (including benches) being removed by Department staff for safety or other maintenance concerns.

- Proposed or planned changes to trails and roads in Grove areas that may affect Grove accessibility.
- Changes to Department staffing that may affect Grove Program, including notification of Liaison changes.

The League will evaluate Grove issues on a case-by-case basis and respond to priority Grove sign replacements at cost to the League. Documentation of Grove sign and other Grove maintenance needs will be kept by League staff and shared with Districts annually.

D. PROJECT AGREEMENT TIMELINE AND CRITICAL MILESTONES

The Department and the League agree that Grove dedications may continue until the Grove Program is terminated at the end of the term of this Agreement, unless both Parties choose to renew the terms of this Agreement. However, Grove signs shall be maintained indefinitely or until a subsequent arrangement has been agreed upon by both Parties.

E. ROLES AND RESPONSIBILITIES OF THE PARTIES

1) Under this Agreement, the Department shall:

- a. Appoint a Liaison for each District.
- b. Communicate with League, through the designated Liaison in a timely and engaged manner, regarding matters outlined in Section C- Statement of Work above.
- c. Participate in Grove Program meetings as required and provide feedback on Program elements in a timely fashion.
- d. Assist the League to meet deadlines for donors and support the League's donor relations.
- e. Cooperate with outside vendors that the League may contract for Grove Program projects, so long as all services are donated pursuant to PRC §5009.1(b) and are in compliance with all California laws.
- f. Fabricate new Grove signs in a timely manner, as requested by the League.

2) Under this Agreement, the League shall:

- a. Provide each Liaison with a map and list of all Groves in each park unit.
- b. Pay for repairs of existing Grove signs, if determined to be necessary by the League.
- c. Participate in Grove Program meetings as required and provide feedback on Program elements in a timely fashion.
- d. Manage contracting with outside vendors as agreed between the Parties.

3) Under this Agreement, the Parties together shall:

- a. Collaborate on a planning process for projects related to the Grove Program.

- b. Collaborate on developing a timeline for project management that includes short term, intermediate and long term goals to ensure that successes can be achieved during all phases of project planning and implementation.

F. TERM OF AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing on the first day of the month after Department approval, unless it is terminated earlier by one of the Parties pursuant to Section H. Upon termination of this Agreement, the Parties may choose to renew the terms of the Agreement.

G. EXTERNAL COMMUNICATIONS

The Parties shall coordinate media engagements and retain the right and authority to publicize the Project in press releases, publications and other public communications of any type including, without limitation, digital and web publications, so long as such publications do not imply the endorsement by the Department of the views or positions of the League, and vice versa. The parties shall give the other a reasonable opportunity to review all publicity materials for accuracy, and each acknowledges the responsibility to return any such comments to the other in a timely manner.

The Department shall give appropriate credit to the League for its support of the Grove Program in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding the services performed pursuant to this Agreement, including but not limited to any tangible final products produced pursuant to this Agreement. Copies of such materials shall be provided to the League for review and comment prior to publication and as part of the reporting process.

The League shall give appropriate credit to the Department for its support of the Grove Program in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding the services performed pursuant to this Agreement, including but not limited to any tangible final products produced pursuant to this Agreement. Copies of such materials shall be provided to the League for review and comment prior to publication and as part of the reporting process.

H. TERMINATION

Either party may terminate this Agreement by providing the other party with sixty (60) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the Parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The Parties commit to using every reasonable means available to try to avoid terminating this Agreement. Should a termination occur, any donations made by a donor to the League shall still be honored. Donated funds that remain

unspent at the time of termination shall be spent by the Party holding those funds in a manner that is consistent with all representations made to the respective donors.

I. MODIFICATION

This Agreement may be modified by written mutual consent of the Parties hereto, including extending the term of this Agreement. Verbal agreements shall not be binding on either party; any and all necessary changes must be incorporated by written agreement amendment only.

J. DISPUTES

In the event of any dispute concerning a question of fact arising under this Agreement that cannot be resolved informally, each party will have a designee with the authority to approve and resolve the issue in a timely manner that will confer with one another until a joint resolution may be found.

K. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but are not limited to, fire, flood, earthquake other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, terrorism, public regulated utility or governmental statutes or regulations superimposed after the fact.

L. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Parties hereto for the stated purposes of this Agreement. No other agreements, written or verbal, are in force of effect for the stated purpose of this Agreement.

M. GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

N. SEVERABILITY

If any portion of this Agreement is found void, unenforceable or conflicting with the laws of the State of California, that portion will be severed from the Agreement. All other terms and conditions of this Agreement will remain in full force and effect.

O. ASSIGNMENT

Neither party may assign this Agreement, in whole or in part, to a third party without written mutual consent of the other party. All assignments must be accomplished via a formal agreement amendment.

P. INDEMNIFICATION

The League agrees to indemnify, protect, defend, save and hold harmless the Department against all fines, claims, damages, losses, judgements and expenses caused by the gross negligence or wrongful act or omission of League employees, contractors, sub-contractors, agents and/or representatives arising out of activities authorized by this Agreement. The Department agrees to cooperate, to the extent allowed by the law, in the submission of claims pursuant to the California Government Code, Division 3.6, providing for the filing of tort claims against the State of California while acting within the scope of their employment, arising out of this Agreement. Except as specifically provided herein, nothing in this Agreement shall be construed as giving either the Department or the League the right or ability to bind the other or to create any joint liability with regard to, or as a result of, the activities undertaken to implement this Agreement.