



## **GREAT REDWOOD TRAIL AGENCY Special Board of Directors Meeting**

### **AGENDA**

**Thursday, March 28, 2024**

**10:30am**

#### **Meeting Location:**

Eureka City Council Chambers  
521 K Street, Eureka  
Humboldt County

#### **Teleconference Location for Board and Public Participation [Cal Gov Code § 54953(a)]:**

Healdsburg City Council Chambers  
401 Grove Street, Healdsburg  
Sonoma County

#### **To attend the meeting via Zoom on a PC, Mac, iPad, iPhone or Android device:**

- Open this website on your browser: <https://zoom.us/join> or open the app on your phone
- Enter Meeting ID: 860 9012 2207
- Enter Passcode: 456950
- All participants will be automatically muted except when called on to speak

#### **If you would like to make public comment via Zoom:**

- Wait until you hear the board ask for public comment or comment on agenda item
- Raise your hand by clicking on “Reactions” in the meeting controls, then “Raise Hand”
- Wait until you are called on
- Unmute yourself when you’re called on and give your public comment
- When your three-minute time limit is up, return to “Reactions” and “Lower Hand”

#### **To attend the meeting over the phone (audio only):**

- Call (669) 444-9171
- Enter Meeting ID: 860 9012 2207
- Enter Passcode: 456950

**If you would like to make public comment over the phone:**

- Wait until the board chair calls for public comment or comment on agenda item
- Enter \*9 to raise your hand
- Wait until you are called on
- Enter \*6 to unmute yourself
- You will have three minutes to comment
- Enter \*6 to mute yourself after you have given your comment

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. AGENDA APPROVAL**

**D. PUBLIC COMMENT**

*Comments will be limited to three minutes per person and not more than ten minutes per subject, so that everyone can be heard and may be further limited at the discretion of the Chairwoman of the Board if the number of commentors reasonably so requires. "Public comment" time is limited to matters under the jurisdiction of the Agency that may not have been considered by the Agency previously and are not on the agenda. No action will be taken. Members of the public may also comment during specific agenda items when recognized by the Chair.*

**E. REPORT FROM CHAIR OF BOARD – Caryl Hart**

**F. CONDUCT OF BUSINESS**

1. Discussion and Possible Action to Authorize the Executive Director to Execute Two (2) License Agreements between the Great Redwood Trail Agency and Sparetime Supply, Inc., for the Use of Property: (1) Located at Milepost 138.77 in Willits, for a Period of One Year; and (2) Located at Milepost 139.16 in Willits, on a Month-to-Month Basis, in a Form Approved by Counsel.
2. Discussion and Possible Action to Authorize the Executive Director to Execute:
  - a. A License Agreement between the Great Redwood Trail Agency and Mendocino Forest Products, LLC for the use of Property Located at Mileposts 115.92, 116.17 to 116.47, 116.38, 116.41, 116.45 to 116.55, 116.59, 120.35, 120.36, and 142, and
  - b. A License Agreement between the Great Redwood Trail Agency and Mendocino Redwood Company, LLC for the use of Property Located at Milepost 115.92, each for a period of one year, in a Form Approved by Counsel.
3. Discussion and Possible Action to Approve Resolution 2024-02 to Revise the Adopted Regular Meeting Calendar for 2024 and Adopt a Policy Regarding Establishing Teleconference Participation Location for Board and Public Participation at Regular Board Meetings.
4. Annual Presentation from the Timber Heritage Association (THA) to Satisfy Terms of the Memorandum of Understanding between GRTA and THA.
5. Discussion and Possible Action to Approve a Memorandum of Understanding between Great Redwood Trail Agency and Timber Heritage Association for the Use of Property Located

between Mileposts 284.25 and 285.64 in Eureka, and between Mileposts 297.44 in Manila and 300.43 in Samoa, in Humboldt County, in a Form Approved by Counsel.

6. Discussion and Possible Action Regarding Selection of Chair and Vice Chair

**G. CONSENT CALENDAR**

1. Approval of Minutes – January 25, 2024 and February 13, 2024
2. Approval of Financial Statements – January and February 2024
3. Approval of Warrants Issued - January and February 2024
4. Approval Cal Card Statement – January and February 2024
5. Approval of Aycock and Edgmon Contract for Accounting Services Through June 30, 2025
6. Approval of Amendment to Employment Contract with Elaine Hogan to Correct Position Designation to “Executive Director” to Comport with Existing Policies and Classification System.
7. Commencement of 45-day Public Comment Period on Proposed Revisions to Conflict of Interest Code

**H. STAFF REPORT – Elaine Hogan, GRTA Executive Director**

**I. MATTERS FROM THE BOARD**

**J. CLOSED SESSION**

- a. Discussion with Legal Counsel Regarding Pending Litigation:  
Abandonment and Railbanking Filings, before Surface Transportation Board  
[Government Code section 54956.9(a)]
- b. Discussion with Legal Counsel Regarding Anticipated Initiation of Unlawful Detainer Action on  
GRTA Property APN 211-141-001 at 901 Dyerville Loop Road in Redcrest, CA  
[Government Code section 54956.9(d)(2)]
- c. Discussion with Legal Counsel Regarding Anticipated/Potential Litigation:  
Dispute Regarding Disbursement of RRIF Loan Insurance Risk Premium Refund with North  
Western Pacific Railroad Company.  
[Government Code section 54956.9(d)(4)]

**K. ANNOUNCEMENT OUT OF CLOSED SESSION**

**L. ANNOUNCEMENT OF NEXT MEETING – MAY 16, 2024 AT 10:30AM**

Regular Meeting Location:  
Eureka City Council Chambers

521 K Street, Eureka  
Humboldt County

Teleconference Location:  
Healdsburg City Council Chambers  
401 Grove Street, Healdsburg CA  
Sonoma County

Zoom and phone participation information will be on the next agenda

## **M. ADJOURNMENT**

### **AGENDA NOTE**

*All items appearing on the agenda are subject to action by the Board of Directors. Staff recommendations are subject to action by the Board of Directors. Staff recommendations are subject to change by the Board.*

### **AMERICAN WITH DISABILITIES ACT (ADA) REQUESTS**

*To request disability-related modifications or accommodations for accessible locations or meeting materials in alternative formats (as allowed under Section 12132 of the ADA) please contact Hiedy Torres, at least 72 hours before the meeting by email at: [hiedy@thegreatredwoodtrail.org](mailto:hiedy@thegreatredwoodtrail.org).*

### **ADDITIONS TO AGENDA**

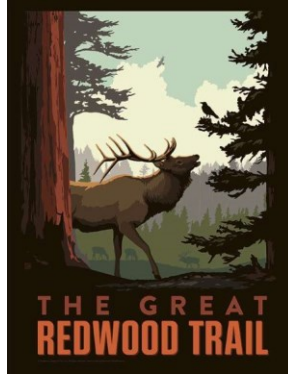
*The Brown Act, Section 54954.2, states that the Board may take action on off-agenda items when: a) a majority vote determines that an "emergency situation" exists as defined in Section 54956.5, or b) a two-thirds vote of the body, or a unanimous vote of those present, determines that there is a need to take immediate action and the need for action arose after the agenda was legally posted, or c) the item was continued from a prior, legally posted meeting not more than five calendar days before this meeting.*

### **ADDITIONAL MEETING INFORMATION FOR INTERESTED PARTIES**

*Written materials related to an item on this agenda submitted to the Board of Directors are available for public inspection in the GRTA office located at 419 Talmage Road, Suite M, Ukiah California with 72-hour notice. Documents maintained for public inspection are considered draft documents until approved by the Board of Directors. Official records are maintained for public inspection in the GRTA office.*

### **CLOSED SESSION**

*If agendized, GRTA may adjourn to a closed session to consider litigation or personnel matters. Discussion of litigation or pending litigation may be held in closed session by authority of Government Code Section 54956.9; discussion of personnel matters by authority of Government Code Section 54957; to confer with their negotiator regarding real property by authority of Government Code Section 54956.8.*



## MEMO

**To:** GRTA Board of Directors

**From:** Louisa Morris, SCC Project Manager

**Date:** March 20, 2024 (for GRTA Board meeting on March 28, 2024)

**Subject:** **Agenda Item F1** – Discussion and Possible Action to Authorize the Executive Director to Execute Two (2) License Agreements between the Great Redwood Trail Agency and Sparetime Supply, Inc., for the Use of Real Property: (1) Located at Milepost 138.77 in Willits, for a period of One Year; and (2) Located at Milepost 139.16 in Willits, on a Month-to-Month Basis, in a Form Approved by Counsel

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### Background:

Sparetime Supply, Inc. (“Sparetime”) seeks renewal of two (2) license agreements (“Agreements”) for use of GRTA property in the City of Willits, in Mendocino County. In addition, in anticipation of the City of Willits beginning construction of the Great Redwood Trail sometime in the next 18 months, GRTA staff recommends the execution of two new license agreements to replace the existing agreements on terms that will facilitate trail construction in impacted areas.

Sparetime and GRTA seek to:

- Update the language of the Agreements to recognize the name change from NCRA to GRTA.
- Update the language of the Agreements to use GRTA’s current license agreement template.
- Update the fees to comply with the Board-approved 2016 Fee Schedule.
- Specifics include the following:
  - MP 138.77- this agreement would authorize Sparetime to utilize a crossing on GRTA property. As present, there is a crossing at the location that was installed improperly without NCRA permission, which was granted retroactively. This crossing needs to be recontoured to coincide with railroad grade, prior to construction of the Willits GRT. The amended Agreement will include requiring such reconstruction as a condition thereof. The annual fee is currently \$3,582.16, based upon the 2016 commercial crossing fee of \$3,000 with 3% annual fee increases.
  - MP 139.16- this agreement would authorize Sparetime to continue to use 7,200 square feet within the GRTA right-of-way for parking, at a license rate of \$193.21/month or \$2,388.10 annually, which is approximately 33% of the rate that GRTA should charge, based upon the 2016 Fee

Schedule. At \$0.01/square foot, the annual license fee should be \$7200, or \$600/month. However, as construction of the GRT in Willits will convert this area to the Great Redwood Trail in 2024-25, the market value of the rentable space is impaired, and thus staff recommend we not increase the monthly fee. The Agreement term will be amended from annual to month-to-month to allow for termination when needed to accommodate trail construction and subsequent public trail use.

**Staff Recommendation:**

Staff recommends the Board authorize the Executive Director to amend and execute two (2) license agreements between the Great Redwood Trail Agency and Sparetime Supply, Inc., for Use of Real Property Located at Mileposts 138.77 and 139.16 in Willits, to extend the terms of the Agreements by a period that accommodates construction of the Great Redwood Trail in Willits, in a form approved by counsel.

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (“Agreement” or “License”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Great Redwood Trail Agency, a public agency formed pursuant to Government Code Section 93000 et seq. (“GRTA”), formerly known as the North Coast Railroad Authority (“NCRA”) and Sparetime Supply, Inc., a California Corporation (“Licensee”).

**RECITALS**

- A. GRTA is the property owner or easement holder of the railroad right of way located in Mendocino County known as the Northwestern Pacific Railroad rail corridor (“NWP Rail Corridor”).
- B. Licensee is a landowner with property located adjacent to the NWP Rail Corridor, commonly known as Sparetime Supply, Inc., 785 San Francisco Avenue, Willits, California (the “Licensee Property”).
- C. Pursuant to the GRTA Encroachment permit, GRTA has agreed to provide Licensee with a license to access their property via crossing the NWP Corridor, for purposes associated with its commercial operations, upon certain conditions set forth hereinbelow.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements recited herein and made a material part hereof, the GRTA and Licensee agree as follows:

- 1. Description of License Property. The property subject to this Agreement (the “License Property”) is defined as that specific location as depicted in Exhibit A attached hereto (“Crossing”) (City of Willits, Mendocino County, California), near Railroad Milepost 138.77, over which Licensee has crossed for customary access to the Licensee Property.
- 2. Use. GRTA hereby grants to Licensee a non-exclusive license to access the Licensee Property in a manner consistent with the current use of the License Property and may additionally use the License Property to the extent necessary to maintain any existing improvements, as set forth in Section 5 Maintenance, below.
- 3. Consideration. As consideration for this Agreement, Licensee shall pay, in advance, an Annual “License Fee” due and payable July 1 of each year correlating with GRTA’s Fiscal Year (July 1 through June 30) in accordance with the terms and amounts set forth by GRTA in its most currently approved “Fee Schedule,” with the first year’s payment being a pro-rata portion of the days remaining in that Fiscal Year calculated from the Effective Date of this Agreement through June 30 of that same Fiscal Year. The Annual License Fee shall be at the then-current GRTA-approved rate for that Fiscal Year and shall be subject to change per GRTA Board approval of Fees and/or Rates on an annual basis. Accordingly, the current annual License fee for the first year of this License, calculated pro-rata as applicable, as of the Effective Date of this Agreement through the upcoming date of June 30, is based on an annual rate of \$3,582.16, with the full annual rate, per the terms herein, due thereafter for the new License Year running from July 1 through June 30 of each subsequent License Year. Each year upon the anniversary of the Commencement Date hereof, the License Fee shall be adjusted by the greater of (1) the amount necessary to bring the License Fee up to the currently adopted applicable Rate, or (2) Three Percent (3%) of the prior year’s consideration.
- 4. Commencement. This Agreement shall commence upon execution hereof by the last party to so execute (the “Commencement Date”).

5. Maintenance. Licensee is granted the right to use the License Property on an as-is, where-is basis. GRTA makes no warranty as to the condition, useability, or fitness of the License Property for the purposes of access based upon the current use or any future use of the License Property. Licensee may, subject to all provisions of Section 8 Indemnification, perform minor tasks to maintain the useability of the License Property, that do not constitute physical improvements to the real property or require any permitting, such as debris removal or weed abatement. Any improvements, repairs, or alterations to the License Property shall be completed solely upon the written approval and consent of GRTA, which consent may be given or withheld in the sole discretion of GRTA.
6. Unapproved Crossing Improvements. Prior to the execution of this Agreement, Licensee caused certain improvements to the Premises to be placed without prior authorization of the North Coast Railroad Authority, the former legal name of GRTA. Licensee agrees that, prior to the effective date of any termination of this Agreement pursuant to Section 9, Licensee shall remove any and all grade crossing improvements and return the Premises to their prior condition, at its sole expense. If GRTA determines, in its sole and absolute discretion, that it requires the crossing improvements to be removed or modified to meet its engineering and operational needs and elects to give Licensee the option to remove and replace or modify its crossing improvements to meet the standards and requirements of GRTA, GRTA may provide written notice to Licensee of the nature and parameters of such modifications that GRTA requires in order to continue the License agreement in effect, and the time frame in which GRTA requires such improvements to be completed in order to forbear its right to terminate this Agreement pursuant to Section 9. Upon receipt of such notice, Licensee shall have 15 days to respond in writing as to whether it elects to continue the Agreement by making the requested crossing modifications, and 30 days to commence such work. If Licensee elects to modify the crossing per GRTA's instruction, GRTA shall have the right to review and approve all plans and contracts proposed by Licensee to ensure their effectuation is sufficient to meet the requests of GRTA. If Licensee fails to respond to any such notice within 15 days of service, or Licensee rejects GRTA's request for modifications of the crossing improvements, such rejection or failure to respond shall be deemed a 30-day notice termination of this Agreement pursuant to Section 9, effective upon the date of such action or inaction by Licensee.
7. Compliance with Law. Licensee shall allow no nuisances to exist or be maintained upon the License Property and shall comply with and abide by all applicable federal, state, and local laws and regulations affecting the License Property and any actions of Licensee thereupon.
8. Indemnification. To the maximum extent allowed by law, Licensee agrees to indemnify, defend and hold harmless GRTA, including its officers, employees, agents contractors, successors and assigns, from and against all loss, liability (including liability with respect to death, injury and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses, arising out of or connected in any manner with the use or misuse of the License Property by Licensee, its agents, licensees, or contractors, or any act or omission by Licensee therewith. Such indemnity shall not apply to the extent such loss, liability (including liability with respect to death, injury and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses are solely caused by GRTA's or any of its official's, employee's, consultant's, agent's, contractor's or successors and assigns' active negligence or intentional conduct. This provision shall survive any termination of the License for actions or inactions that may arise during the time this License is in effect.

Licensee shall provide Licensor with a Certificate of Liability naming Great Redwood Trail Agency (GRTA) as Additionally Insured for the following categories and in the following amounts:

Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate



Sparetime Supply, Inc.  
MP 138.77, Mendocino County

Comprehensive Auto Liability	\$1,000,000 combined single limit
Worker's Compensation	\$1,000,000 each employee
Employer's Liability	\$1,000,000 policy limit
	\$1,000,000 each accident

9. Termination. This Agreement may be terminated by either party at any time and for any reason whatsoever, upon 30 days of written notice of the terminating party of their intent to terminate. Upon termination of this agreement, License shall timely surrender the Premises in a clean and well-maintained state of repair, having removed any and all trade fixtures. Subject to the terms of Section 6 hereof, if GRTA requests Licensee remove any improvements or fixtures from the Premises upon termination, Licensee shall, at its sole costs and expense, restore the Premises to the condition preexisting their placement. Any improvements or fixtures left upon the Premises upon termination hereof shall, at the election of GRTA, become the property of GRTA.
10. Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder.
11. Notices. Except as otherwise provided hereunder; any notice or communication to GRTA, its successors and assigns, or Licensee shall be in writing and be mailed by postage prepaid. Notices or communications shall be addressed to the parties at the following addresses, which may be changed at any time by notice to the other party:

To GRTA:

Executive Director  
Great Redwood Trail Agency  
419 Talmage Road, Ste M  
Ukiah, CA 95482

To Licensee:

Sparetime Supply, Inc.  
475 East San Francisco Avenue  
Willits, CA 95490  
Attn: Jaime L. Wilkes, Vice President/ CAO

Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office. Notice may be sent by email when simultaneously provided using one of the methods set forth above.

12. Severability. In case any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this License, but this License shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.
13. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.
14. Consents. Whenever in this License the consent or approval of either GRTA, or its successors and assigns, or Licensee is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval, unless such consent is in the sole discretion of the non-requesting party.
15. Attorneys' Fees. In the event of any action or proceeding at law or in equity between GRTA, or its successors and assigns, and Licensee to enforce any provision of this License or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation

Sparetime Supply, Inc.  
MP 138.77, Mendocino County

shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

16. Integration. This instrument constitutes the entire agreement between GRTA and Licensee with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This License may not be amended or modified in any respect whatsoever except by an instrument in writing signed by GRTA, or its successors and assigns, and Licensee.
17. Amendments. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, the Licensee and GRTA shall be free to jointly amend this Agreement. This License may be modified only in writing and only if signed by the parties at the time of the modification.
18. License Not a Lease. This Agreement does not constitute a lease but constitutes a mere revocable license, and Licensee is limited to the use of the License Property as described above. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Nothing in this Agreement is intended to alter, limit, or otherwise affect the immunities and liability limitations provided to public entities under the laws of the State of California, including without limitation the Government Claims Act set forth in the California Government Code.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**GRTA:**

**LICENSEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
General Counsel

Date: \_\_\_\_\_

**EXHIBIT A**



**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (“Agreement” or “License”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Great Redwood Trail Agency, a public agency formed pursuant to Government Code Section 93000 et seq. (“GRTA”), formerly known as the North Coast Railroad Authority (“NCRA”) and Sparetime Supply, Inc., a California Corporation (“Licensee”).

**RECITALS**

- A. GRTA is the property owner or easement holder of the railroad right of way located in Mendocino County known as the Northwestern Pacific Railroad rail corridor (“NWP Rail Corridor”).
- B. Licensee is a landowner with property located adjacent to the NWP Rail Corridor, commonly known as Sparetime Supply, Inc., 475 East San Francisco Avenue, Willits, California (the “Licensee Property”).
- C. Pursuant to the GRTA Encroachment permit, GRTA has agreed to provide Licensee with a license to use the NWP Corridor, for parking purposes associated with its commercial operations at 475 East San Francisco Avenue, Willits, upon certain conditions set forth hereinbelow.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements recited herein and made a material part hereof, the GRTA and Licensee agree as follows:

- 1. Description of License Property. The property subject to this Agreement (the “License Property”) is defined as that specific location as depicted in Exhibit A attached hereto (“Premises”) (City of Willits, Mendocino County, California), the Premises consisting of approximately 7,200 square feet of land near Railroad Milepost 139.16, which Licensee uses for parking and access to said parking associated with their business east of and adjacent to the NWP Rail Corridor.
- 2. Use. GRTA hereby grants to Licensee a non-exclusive license to access and use the License Property in a manner consistent with the current use of the License Property (for parking purposes) and may additionally use the License Property to the extent necessary to maintain any existing improvements, as set forth in Section 5 Maintenance, below.
- 3. Consideration. As consideration for this Agreement, Licensee shall pay a Monthly “License Fee” due and payable on the first of each month, in accordance with the terms and amounts set forth by GRTA in its most currently approved “Fee Schedule.” The License Fee shall be at the then-current GRTA-approved rate for that Fiscal Year and shall be subject to change per GRTA Board approval of Rates on an annual basis. Accordingly, the current License Fee for the first month of this License, as of the Effective Date of this Agreement, will be \$193.21, which is based on an annual Rate of \$2,388.10. Each year upon the anniversary of the Commencement Date hereof, the License Fee shall be adjusted by the greater of (1) the amount necessary to bring the License Fee up to the currently adopted applicable Rate, or (2) Three Percent (3%) of the prior year’s consideration.
- 4. Commencement. This Agreement shall commence upon execution hereof by the last party to so execute (the “Commencement Date”).
- 5. Maintenance. Licensee is granted the right to use the License Property on an as-is, where-is basis. GRTA makes no warranty as to the condition, useability, or fitness of the License Property for the purposes of parking based upon the current use or any future use of the License Property. Licensee

may, subject to all provisions of Section 7 Indemnification, perform minor tasks to maintain the useability of the License Property, that do not constitute physical improvements to the real property or require any permitting, such as debris removal or weed abatement. Any improvements, repairs, or alterations to the License Property shall be completed solely upon the written approval and consent of GRTA, which consent may be given or withheld in the sole discretion of GRTA.

6. Compliance with Law. Licensee shall allow no nuisances to exist or be maintained upon the License Property and shall comply with and abide by all applicable federal, state, and local laws and regulations affecting the License Property and any actions of Licensee thereupon.
7. Indemnification. To the maximum extent allowed by law, Licensee agrees to indemnify, defend and hold harmless GRTA, including its officers, employees, agents contractors, successors and assigns, from and against all loss, liability (including liability with respect to death, injury and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses, arising out of or connected in any manner with the use or misuse of the License Property by Licensee, its agents, licensees, or contractors, or any act or omission by Licensee therewith. Such indemnity shall not apply to the extent such loss, liability (including liability with respect to death, injury and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses are solely caused by GRTA's or any of its official's, employee's, consultant's, agent's, contractor's or successors and assigns' active negligence or intentional conduct. This provision shall survive any termination of the License for actions or inactions that may arise during the time this License is in effect.

Licensee shall provide Licensor with a Certificate of Liability naming Great Redwood Trail Agency (GRTA) as Additionally Insured for the following categories and in the following amounts:

Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Comprehensive Auto Liability	\$1,000,000 combined single limit
Worker's Compensation	\$1,000,000 each employee
Employer's Liability	\$1,000,000 policy limit
	\$1,000,000 each accident

8. Termination. This Agreement may be terminated by either party at any time and for any reason whatsoever, upon 30 days of written notice of the terminating party of their intent to terminate. Upon termination of this agreement, Licensee shall timely surrender the Premises in a clean and well-maintained state of repair, having removed any and all trade fixtures, and upon the written election of GRTA received no less than 15 days after written notice of termination, shall leave in place any improvements or other fixtures to the Premises which have become affixed thereto. If GRTA requests Licensee remove any improvements or fixtures from the Premises upon termination, Licensee shall, at its sole costs and expense, restore the Premises to the condition preexisting their placement. Any improvements or fixtures left upon the Premises upon termination hereof shall, at the election of GRTA, become the property of GRTA.
9. Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder.
10. Notices. Except as otherwise provided hereunder; any notice or communication to GRTA, its successors and assigns, or Licensee shall be in writing and be mailed by postage prepaid. Notices or

communications shall be addressed to the parties at the following addresses, which may be changed at any time by notice to the other party:

To GRTA:	To Licensee:
Executive Director Great Redwood Trail Agency 419 Talmage Road, Ste M Ukiah, CA 95482	Sparetime Supply, Inc. 475 East San Francisco Avenue Willits, CA 95490 Attn: Jaime L. Wilkes, Vice President/CAO

Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office. Notice may be sent by email when simultaneously provided using one of the methods set forth above.

- 11. Severability. In case any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this License, but this License shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.
- 12. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.
- 13. Consents. Whenever in this License the consent or approval of either GRTA, or its successors and assigns, or Licensee is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval, unless such consent is in the sole discretion of the non-requesting party.
- 14. Attorneys' Fees. In the event of any action or proceeding at law or in equity between GRTA, or its successors and assigns, and Licensee to enforce any provision of this License or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.
- 15. Integration. This instrument constitutes the entire agreement between GRTA and Licensee with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This License may not be amended or modified in any respect whatsoever except by an instrument in writing signed by GRTA, or its successors and assigns, and Licensee.
- 16. Amendments. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, the Licensee and GRTA shall be free to jointly amend this Agreement. This License may be modified only in writing and only if signed by the parties at the time of the modification.
- 17. License Not a Lease. This Agreement does not constitute a lease but constitutes a mere revocable license, and Licensee is limited to the use of the License Property as described above. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
- 18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Nothing in this Agreement is intended to alter, limit, or otherwise affect

Sparetime Supply, Inc.  
MP 139.16, Mendocino County

the immunities and liability limitations provided to public entities under the laws of the State of California, including without limitation the Government Claims Act set forth in the California Government Code.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**GRTA:**

**LICENSEE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
General Counsel

Date: \_\_\_\_\_

## EXHIBIT A

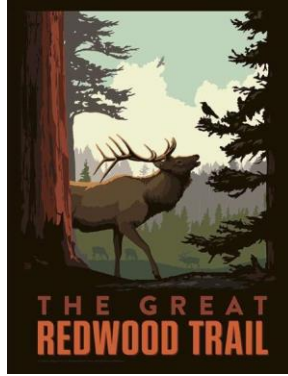
### License area description:

A rectangular shaped portion 40' x 180' in size of NCRA's Main Lead (Property APN 006044RW) beginning approximately 354' feet north of E. San Francisco Avenue grade crossing and extending northward towards the E. Valley Street crossing, staying 10' feet east of and parallel to the NCRA track centerline. The total license area encompasses 7,200 square feet +/-.

In addition, a 15' x 270'+/- ROW portion for non-exclusive access to and from the license area. The access route will traverse 270' north from the northern parking area boundary to the E. Valley Street Crossing. The access route will be no closer than 10' feet to the track centerline.







## MEMO

**To:** GRTA Board of Directors

**From:** Louisa Morris, SCC Project Manager

**Date:** March 21, 2024 (for Board meeting 3/28/2024)

**Subject:** **Agenda Item F2** – Discussion and Possible Action to Authorize the Executive Director to Execute (1) A License Agreement between the Great Redwood Trail Agency and Mendocino Forest Products, LLC for the use of Real Property located at Mileposts 115.92, 116.17 to 116.47, 116.38, 116.41, 116.45 to 116.55, 116.59, 120.35, 120.36, and 142, and (2) A License Agreement between the Great Redwood Trail Agency and Mendocino Redwood Company, LLC, for the Use of Real Property Located at Milepost 115.92, each for a period of one year in a Form Approved by Counsel.

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Mendocino Forest Products, LLC (“MFP”) seeks renewal and combining of three (3) expired Agreements for use of GRTA property north of Ukiah, north of Calpella, and north of Willits, in unincorporated areas of Mendocino County. Mendocino Redwood Company, LLC (“MRC”) seeks renewal of one (1) expired Agreement north of Ukiah. MFP and MRC are related entities but separate LLCs. Their Asset Manager is the same for both MFP and MRC, and because of the interrelated nature of MFP/MRC, we are bringing GRTA Agreements with MFP and MRC together to the GRTA Board for consideration.

MFP, MRC, and GRTA seek to:

- Update language of Agreements to recognize the name change from NCRA to GRTA.
- Update language of Agreements to use GRTA’s current agreement templates.
- Update associated fees to comply with the Board-approved 2016 Fee Schedule.
- Combine all (three) existing Mendocino County agreements between MFP and GRTA into one agreement, with Exhibit summarizing locations and nature of agreement, as outlined in following table:

- Location and Description of MFP and GRTA Agreement:

<b>Milepost</b>	<b>Description</b>	<b>Proposed Fee*</b>
115.92	road crossing (Ukiah)- Kunzler Ranch Road	\$0 (MRC agreement will be charged fee)
116.17 to 116.47	up to 61,600 sq. ft. for lumber storage, road, sawdust storage (\$0.15/sq. ft.)	\$9,240
116.17	private road crossing	\$500
116.38	private road crossing- Hensley Creek Road	\$500
116.41	private road crossing- “Dry Kiln” Road	\$500
116.41	overhead 12,000 Volt utility, 100’	\$600
116.45 to 116.55	fire main water line, 528’ in right-of-way (\$6/ft)	\$3,168
116.55	private road crossing	\$500
116.59	24" pipe, 100' (\$6/ft)	\$600
116.59	24" pipe, 100'	\$600
116.59	24" pipe, 100'	\$600
116.59	12" pipe, 100'	\$600
120.35	private road crossing (Calpella)	\$500
120.36	Land lease, 1050 sq. Ft. (pole barn) (\$0.30/sq. Ft.)	\$315
142	private road crossing (Willits)	\$500
<b>TOTAL ANNUAL CONSIDERATION</b>		<b>\$18,723</b>

- Location and Description of MRC and GRTA Agreement:

<b>Milepost</b>	<b>Description of Agreement</b>	<b>Proposed Fee*</b>
115.92	road crossing (Ukiah)- Kunzler Ranch Road	\$3,000
<b>TOTAL ANNUAL CONSIDERATION</b>		<b>\$3,000</b>

\*Fees are based on 2016 NCRA Board-Approved License/Lease Fee Schedule. Each year upon the anniversary of the Agreement Commencement Date, the License Fee shall be adjusted by the greater of (1) the amount necessary to bring the License Fee up to the currently adopted applicable Rate or (2) Three Percent (3%) of the prior year’s consideration.

**Staff Recommendation:**

Staff recommends the Board authorize the Executive Director to execute the License Agreement between the Great Redwood Trail Agency and Mendocino Forest Products, LLC for the use of Real Property located at Mileposts 115.92, 116.17 to 116.47, 116.38, 116.41, 116.45 to 116.55, 116.59, 120.35, 120.36, and 142, and the License Agreement between the Great Redwood Trail Agency and Mendocino Redwood Company, LLC, for the Use of Real Property Located at Milepost 115.92, each for a period of one year in a Form Approved by Counsel.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement” or “License”) is made as of this \_\_\_\_ day of \_\_\_\_, 2024, by and between the Great Redwood Trail Agency, a public agency formed pursuant to Government Code Section 93000 et seq. (“GRTA”), formerly known as the North Coast Railroad Authority (“NCRA”) and Mendocino Forest Products, LLC, a Delaware limited liability corporation (“Licensee”).

### RECITALS

- A. GRTA is the property owner or easement holder of the railroad right-of-way located in Mendocino County known as the Northwestern Pacific Railroad rail corridor (“NWP Rail Corridor”).
- B. Licensee is a landowner with property located adjacent to the NWP Rail Corridor, commonly known as Mendocino Forest Products (“MFP”), LLC, 850 Kunzler Ranch Road, Ukiah, California (the “MFP Property”).
- C. GRTA has agreed to provide Licensee with a license to use the NWP Corridor at several locations (see Exhibit A) between Mileposts 115.92 and 142, in unincorporated areas of Mendocino County north of the City of Ukiah, Calpella, and Willits for road crossings, utility crossings, and lumber storage purposes associated with Licensee’s commercial operations, upon certain conditions set forth hereinbelow.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements recited herein and made a material part hereof, the GRTA and Licensee agree as follows:

1. Description of License Properties. The properties subject to this Agreement (the “License Properties”) are defined as those specific locations as depicted in Exhibit A attached hereto (“Premises”).
2. Use. GRTA hereby grants to Licensee a non-exclusive license to access and use the License Property in a manner consistent with the current use of the License for road and utility crossings and lumber storage and may additionally use the License Property to the extent necessary to maintain any existing improvements, as set forth in Section 5 Maintenance, below.

Lumber storage areas within the GRTA right-of-way include (from south to north): (1) a 40’ x 305’ rectangular area west of the railroad tracks just north of a private road crossing at MP 116.17; (2) two 40’ x 430’ rectangles on either side of the railroad tracks north of this first polygon near MP 116.17; (3) a 40’ x 160’ rectangular area just north of a private road crossing at Milepost 116.41; and a (4) 40’ x 215’ area south of a private road crossing at Milepost 116.55.

3. Consideration. As consideration for this Agreement, Licensee shall pay, in advance, an Annual “License Fee” due and payable July 1 of each year correlating with GRTA’s Fiscal Year (July 1 through June 30) in accordance with the terms and amounts set forth by GRTA in its most currently approved “Fee Schedule,” with the first year’s payment being a pro-rata portion of the days remaining in that Fiscal Year calculated from the Effective Date of this Agreement through June 30 of that same Fiscal Year. The Annual License Fee shall be at the then-current GRTA-approved rate for that Fiscal Year and shall be subject to change per GRTA Board approval of Fees and/or Rates on an annual basis. Accordingly, the current annual License fee for the first year of this License, calculated pro-rata as applicable, as of the Effective Date of this Agreement through the upcoming date of June 30, is based on an annual rate of \$18,723, with the full annual rate, per the terms

Mendocino Forest Products, LLC  
Mileposts 115.92 to 142, Mendocino County

herein, due thereafter for the new License Year running from July 1 through June 30 of each subsequent License Year. Each year upon the anniversary of the Commencement Date hereof, the License Fee shall be adjusted by the greater of (1) the amount necessary to bring the License Fee up to the currently adopted applicable Rate, or (2) Three Percent (3%) of the prior year's consideration.

- 4. Commencement. This Agreement shall commence upon execution hereof by the last party to so execute (the "Commencement Date").
- 5. Maintenance. Licensee is granted the right to use the License Property on an as-is, where-is basis. GRTA makes no warranty as to the condition, useability, or fitness of the License Property for the purposes of access based upon the current use or any future use of the License Property. Licensee may, subject to all provisions of Section 7 Indemnification, perform minor tasks to maintain the useability of the License Property, that do not constitute physical improvements to the real property or require any permitting, such as debris removal or weed abatement. Any improvements, repairs, or alterations to the License Property shall be completed solely upon the written approval and consent of GRTA, which consent may be given or withheld in the sole discretion of GRTA.
- 6. Compliance with Law. Licensee shall allow no nuisances to exist or be maintained upon the License Property and shall comply with and abide by all applicable federal, state, and local laws and regulations affecting the License Property and any actions of Licensee thereupon.
- 7. Indemnification. To the maximum extent allowed by law, Licensee agrees to indemnify, defend and hold harmless GRTA, including its officers, employees, agents contractors, successors and assigns, from and against all loss, liability (including liability with respect to death, injury and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses, arising out of or connected in any manner with the use or misuse of the License Property by Licensee, its agents, licensees, or contractors, or any act or omission by License therewith. Such indemnity shall not apply to the extent such loss, liability (including liability with respect to death, injury and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses are solely caused by GRTA's or any of its official's, employee's, consultant's, agent's, contractor's or successors and assigns' active negligence or intentional conduct. This provision shall survive any termination of the License for actions or inactions that may arise during the time this License is in effect.

Licensee shall provide Licensor with a Certificate of Liability naming Great Redwood Trail Agency (GRTA) as Additionally Insured for the following categories and in the following amounts:

Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Comprehensive Auto Liability	\$1,000,000 combined single limit
Worker's Compensation	\$1,000,000 each employee
Employer's Liability	\$1,000,000 policy limit
	\$1,000,000 each accident

- 8. Termination. This Agreement may be terminated by either party at any time and for any reason whatsoever, upon 30 days of written notice of the terminating party of their intent to terminate. Upon termination of this agreement, License shall timely surrender the Premises in a clean and well-maintained state of repair, having removed any and all trade fixtures, and upon the written election of GRTA received no less than 15 days after written notice of termination, shall leave in place any improvements or other fixtures to the Premises which have become affixed thereto. If GRTA requests Licensee remove any improvements or fixtures from the Premises upon

Mendocino Forest Products, LLC  
Mileposts 115.92 to 142, Mendocino County

termination, Licensee shall, at its sole costs and expense, restore the Premises to the condition preexisting their placement. Any improvements or fixtures left upon the Premises upon termination hereof shall, at the election of GRTA, become the property of GRTA.

- 9. Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Agreement shall constitute a waiver, abandonment, or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder.
- 10. Notices. Except as otherwise provided hereunder; any notice or communication to GRTA, its successors and assigns, or Licensee shall be in writing and be mailed by postage prepaid. Notices or communications shall be addressed to the parties at the following addresses, which may be changed at any time by notice to the other party:

<p>To GRTA:</p> <p>Executive Director Great Redwood Trail Agency 419 Talmage Road, Ste M Ukiah, CA 95482</p>	<p>To Licensee:</p> <p>Mendocino Forest Products, LLC Vice President of Operations 850 Kunzler Ranch Road Ukiah, CA 95482</p>
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Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office. Notice may be sent by email when simultaneously provided using one of the methods set forth above.

- 11. Severability. In case any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this License, but this License shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.
- 12. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.
- 13. Consents. Whenever in this License the consent or approval of either GRTA, or its successors and assigns, or Licensee is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval, unless such consent is in the sole discretion of the non-requesting party.
- 14. Attorneys' Fees. In the event of any action or proceeding at law or in equity between GRTA, or its successors and assigns, and Licensee to enforce any provision of this License or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.
- 15. Integration. This instrument constitutes the entire agreement between GRTA and Licensee with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This License may not be amended or modified in any respect whatsoever except by an instrument in writing signed by GRTA, or its successors and assigns, and Licensee.

Mendocino Forest Products, LLC  
Mileposts 115.92 to 142, Mendocino County

16. Amendments. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, the Licensee and GRTA shall be free to jointly amend this Agreement. This License may be modified only in writing and only if signed by the parties at the time of the modification.
17. License Not a Lease. This Agreement does not constitute a lease but constitutes a mere revocable license, and Licensee is limited to the use of the License Property as described above. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Nothing in this Agreement is intended to alter, limit, or otherwise affect the immunities and liability limitations provided to public entities under the laws of the State of California, including without limitation the Government Claims Act set forth in the California Government Code.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**GRTA:**

**LICENSEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
General Counsel

Date: \_\_\_\_\_

**EXHIBIT A (page 1 of 5)**

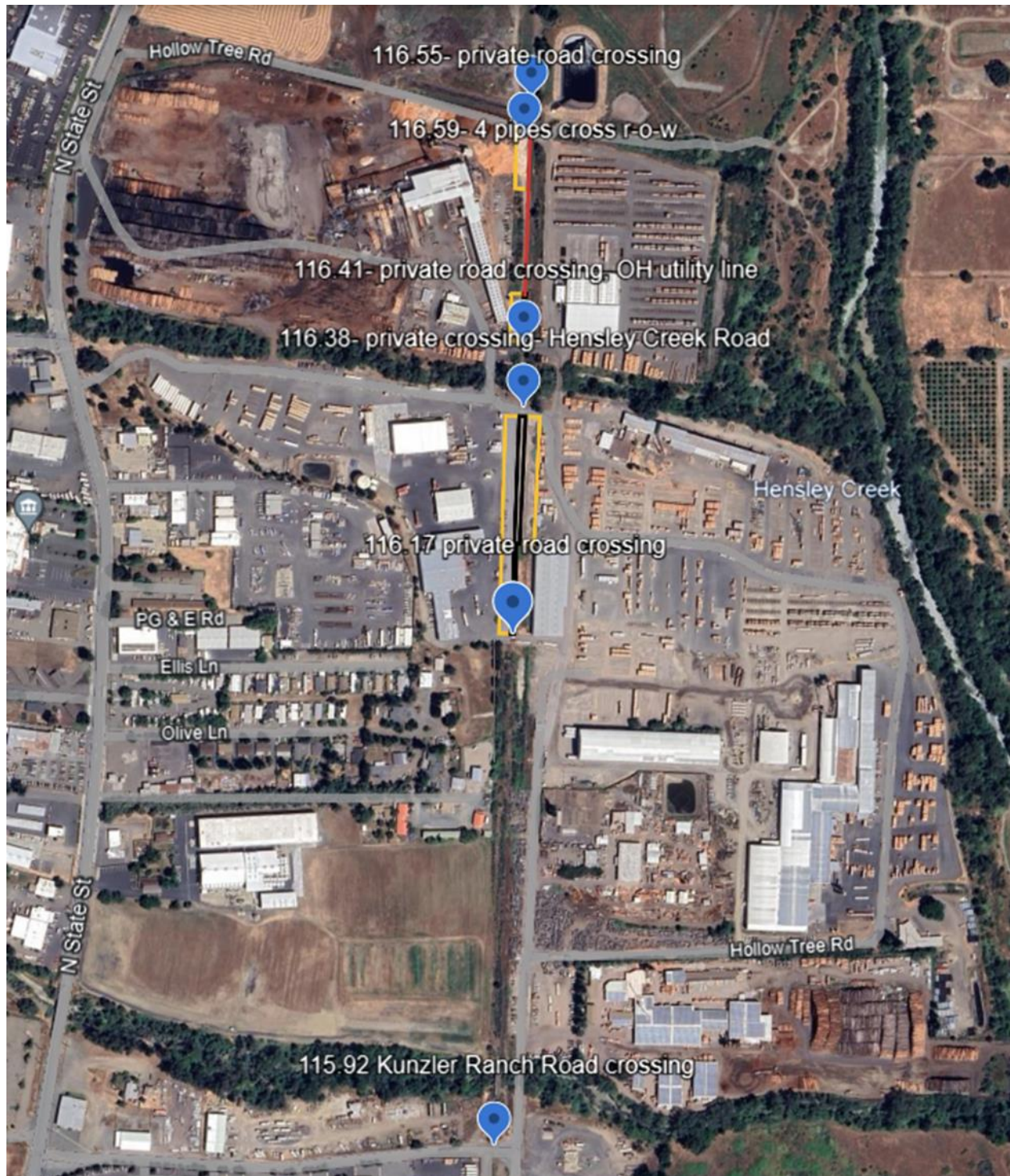
**Table: GRTA/Mendocino Forest Products Agreement Areas by Milepost**

<b>Milepost</b>	<b>Description</b>	<b>Proposed Amt</b>
115.92	road crossing (Ukiah)- Kunzler Ranch Road	\$0 (MRC agreement)
116.17 to 116.47	up to 61,600 sq. ft. for lumber storage, road, sawdust storage (\$0.15/sq. ft.)	\$9,240
116.17	private road crossing	\$500
116.38	private road crossing- Hensley Creek Road	\$500
116.41	private road crossing- "Dry Kiln" Road	\$500
116.41	overhead 12,000 Volt utility, 100'	\$600
116.45 to 116.55	fire main water line, 528' in right-of-way (\$6/ft)	\$3,168
116.55	private road crossing	\$500
116.59	24" pipe, 100' (\$6/ft)	\$600
116.59	24" pipe, 100'	\$600
116.59	24" pipe, 100'	\$600
116.59	12" pipe, 100'	\$600
120.35	private road crossing (Calpella)	\$500
120.36	Land lease, 1050 sq. Ft. (pole barn) (\$0.30/sq. Ft.)	\$315
142	private road crossing (Willits)	\$500
	<b>TOTAL ANNUAL CONSIDERATION (March 2024)</b>	<b>\$18,723</b>

Mendocino Forest Products, LLC  
Mileposts 115.92 to 142, Mendocino County

**Exhibit A (page 2 of 5):**

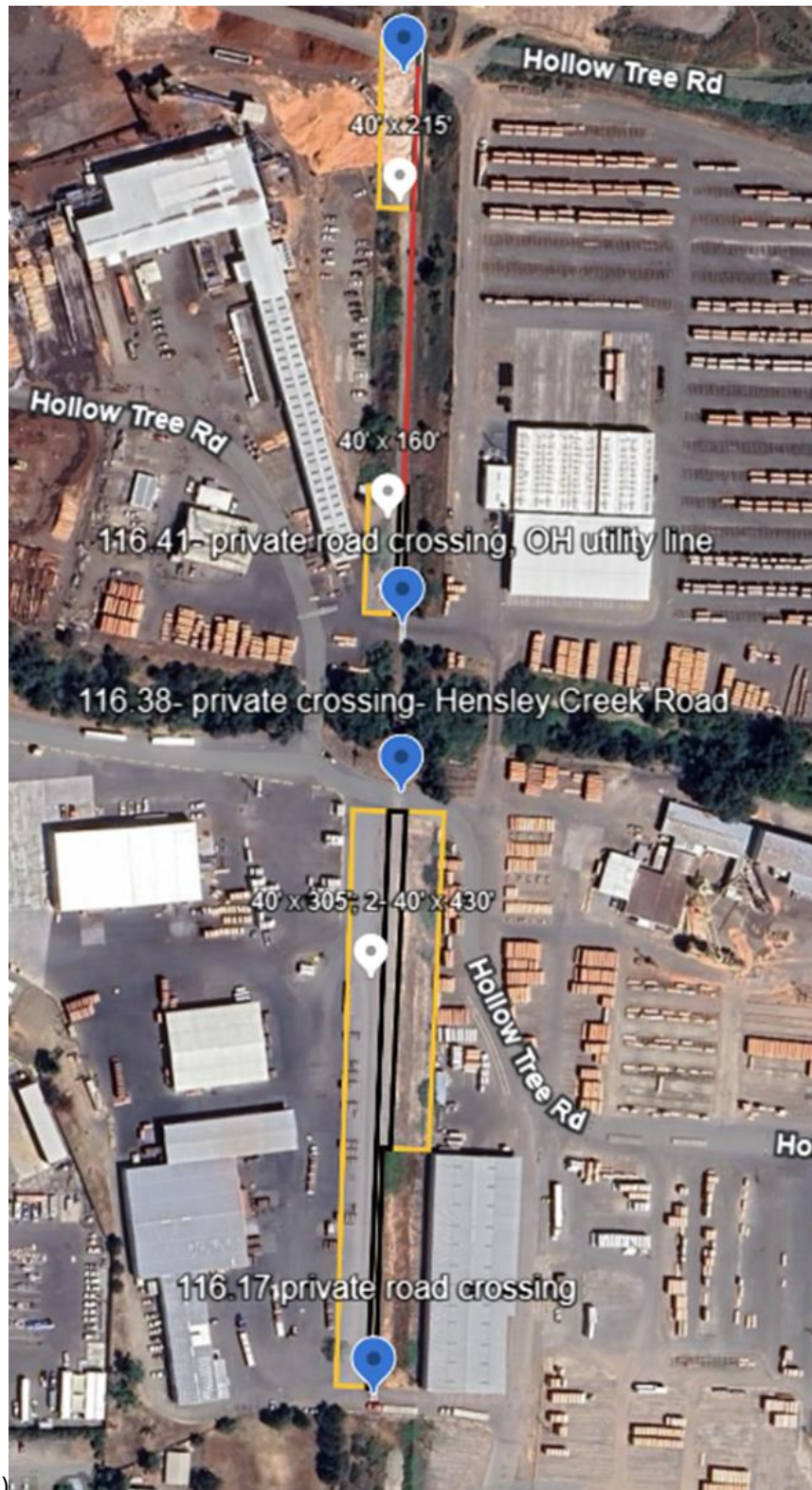
GRTA/MFP/MRC Proposed Agreement Areas, Ukiah (Maps- Milepost 115.92 to 116.59)





Mendocino Forest Products, LLC  
Mileposts 115.92 to 142, Mendocino County

**Exhibit A (page 3 of 5):** Close-up Showing Dimensions of GRTA Areas used by MFP, Ukiah (Maps-  
Milepost 116.17- 116.55



Mendocino Forest Products, LLC  
Mileposts 115.92 to 142, Mendocino County

**Exhibit A (page 4 of 5)**

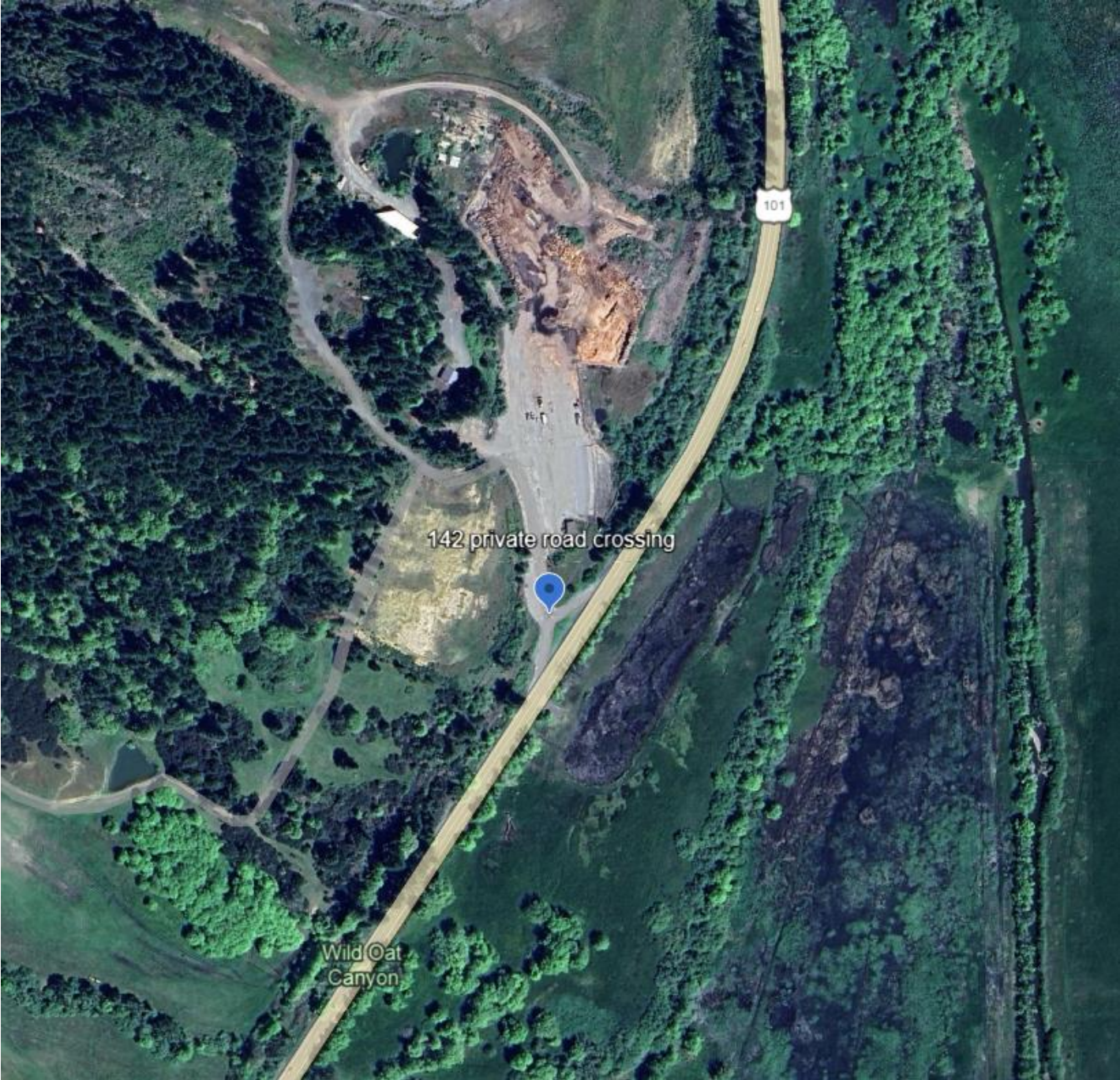
Calpella Map- Milepost 120.35 (private road crossing) and 120.36 (pole barn)



Mendocino Forest Products, LLC  
Mileposts 115.92 to 142, Mendocino County

**Exhibit A (page 5 of 5)**

Willits Map- Milepost 140.2 (private road crossing)



**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (“Agreement” or “License”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Great Redwood Trail Agency, a public agency formed pursuant to Government Code Section 93000 et seq. (“GRTA”), formerly known as the North Coast Railroad Authority (“NCRA”) and Mendocino Forest Products, LLC, a Delaware limited liability corporation (“Licensee”).

**RECITALS**

- A. GRTA is the property owner or easement holder of the railroad right-of-way located in Mendocino County known as the Northwestern Pacific Railroad rail corridor (“NWP Rail Corridor”).
- B. Licensee is a landowner with property located adjacent to the NWP Rail Corridor, commonly known as Mendocino Redwood Company (“MRC”), LLC, 850 Kunzler Ranch Road, Ukiah, California (the “MRC Property”).
- C. GRTA has agreed to provide Licensee with a license to use the NWP Corridor at Milepost 115.92 (see Exhibit A), in an unincorporated area of Mendocino County on Kunzler Ranch Road, north of the City of Ukiah, for a commercial road crossing associated with Licensee’s commercial operations, upon certain conditions set forth hereinbelow.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements recited herein and made a material part hereof, the GRTA and Licensee agree as follows:

- 1. Description of License Properties. The property subject to this Agreement (the “License Properties”) are defined as that specific location as depicted in Exhibit A attached hereto (“Premises”).
- 2. Use. GRTA hereby grants to Licensee a non-exclusive license to use the License Property in a manner consistent with the current use of the License for a road crossing and may additionally use the License Property to the extent necessary to maintain any existing improvements, as set forth in Section 5 Maintenance, below.
- 3. Consideration. As consideration for this Agreement, Licensee shall pay, in advance, an Annual “License Fee” due and payable July 1 of each year correlating with GRTA’s Fiscal Year (July 1 through June 30) in accordance with the terms and amounts set forth by GRTA in its most currently approved “Fee Schedule,” with the first year’s payment being a pro-rata portion of the days remaining in that Fiscal Year calculated from the Effective Date of this Agreement through June 30 of that same Fiscal Year. The Annual License Fee shall be at the then-current GRTA-approved rate for that Fiscal Year and shall be subject to change per GRTA Board approval of Fees and/or Rates on an annual basis. Accordingly, the current annual License fee for the first year of this License, calculated pro-rata as applicable, as of the Effective Date of this Agreement through the upcoming date of June 30, is based on an annual rate of \$3,000, with the full annual rate, per the terms herein, due thereafter for the new License Year running from July 1 through June 30 of each subsequent License Year. Each year upon the anniversary of the Commencement Date hereof, the License Fee shall be adjusted by the greater of (1) the amount necessary to bring the License Fee up to the currently adopted applicable Rate, or (2) Three Percent (3%) of the prior year’s consideration.
- 4. Commencement. This Agreement shall commence upon execution hereof by the last party to so execute (the “Commencement Date”).

- 5. Maintenance. Licensee is granted the right to use the License Property on an as-is, where-is basis. GRTA makes no warranty as to the condition, useability, or fitness of the License Property for the purposes of access based upon the current use or any future use of the License Property. Licensee may, subject to all provisions of Section 7 Indemnification, perform minor tasks to maintain the useability of the License Property, that do not constitute physical improvements to the real property or require any permitting, such as debris removal or weed abatement. Any improvements, repairs, or alterations to the License Property shall be completed solely upon the written approval and consent of GRTA, which consent may be given or withheld in the sole discretion of GRTA.
- 6. Compliance with Law. Licensee shall allow no nuisances to exist or be maintained upon the License Property and shall comply with and abide by all applicable federal, state, and local laws and regulations affecting the License Property and any actions of Licensee thereupon.
- 7. Indemnification. To the maximum extent allowed by law, Licensee agrees to indemnify, defend and hold harmless GRTA, including its officers, employees, agents contractors, successors and assigns, from and against all loss, liability (including liability with respect to death, injury and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses, arising out of or connected in any manner with the use or misuse of the License Property by Licensee, its agents, licensees, or contractors, or any act or omission by License therewith. Such indemnity shall not apply to the extent such loss, liability (including liability with respect to death, injury and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses are solely caused by GRTA's or any of its official's, employee's, consultant's, agent's, contractor's or successors and assigns' active negligence or intentional conduct. This provision shall survive any termination of the License for actions or inactions that may arise during the time this License is in effect.

Licensee shall provide Licensor with a Certificate of Liability naming Great Redwood Trail Agency (GRTA) as Additionally Insured for the following categories and in the following amounts:

Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Comprehensive Auto Liability	\$1,000,000 combined single limit
Worker's Compensation	\$1,000,000 each employee
Employer's Liability	\$1,000,000 policy limit
	\$1,000,000 each accident

- 8. Termination. This Agreement may be terminated by either party at any time and for any reason whatsoever, upon 30 days of written notice of the terminating party of their intent to terminate. Upon termination of this agreement, License shall timely surrender the Premises in a clean and well-maintained state of repair, having removed any and all trade fixtures, and upon the written election of GRTA received no less than 15 days after written notice of termination, shall leave in place any improvements or other fixtures to the Premises which have become affixed thereto. If GRTA requests Licensee remove any improvements or fixtures from the Premises upon termination, Licensee shall, at its sole costs and expense, restore the Premises to the condition preexisting their placement. Any improvements or fixtures left upon the Premises upon termination hereof shall, at the election of GRTA, become the property of GRTA.
- 9. Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Agreement shall constitute a waiver, abandonment, or

relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder.

- 10. Notices. Except as otherwise provided hereunder; any notice or communication to GRTA, its successors and assigns, or Licensee shall be in writing and be mailed by postage prepaid. Notices or communications shall be addressed to the parties at the following addresses, which may be changed at any time by notice to the other party:

<p>To GRTA:</p> <p>Executive Director Great Redwood Trail Agency 419 Talmage Road, Ste M Ukiah, CA 95482</p>	<p>To Licensee:</p> <p>Mendocino Forest Products, LLC Vice President of Operations 850 Kunzler Ranch Road Ukiah, CA 95482</p>
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Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office. Notice may be sent by email when simultaneously provided using one of the methods set forth above.

- 11. Severability. In case any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this License, but this License shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.
- 12. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.
- 13. Consents. Whenever in this License the consent or approval of either GRTA, or its successors and assigns, or Licensee is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval, unless such consent is in the sole discretion of the non-requesting party.
- 14. Attorneys' Fees. In the event of any action or proceeding at law or in equity between GRTA, or its successors and assigns, and Licensee to enforce any provision of this License or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.
- 15. Integration. This instrument constitutes the entire agreement between GRTA and Licensee with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This License may not be amended or modified in any respect whatsoever except by an instrument in writing signed by GRTA, or its successors and assigns, and Licensee.
- 16. Amendments. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, the Licensee and GRTA shall be free to jointly amend this Agreement. This License may be modified only in writing and only if signed by the parties at the time of the modification.
- 17. License Not a Lease. This Agreement does not constitute a lease but constitutes a mere revocable license, and Licensee is limited to the use of the License Property as described above. Licensee

Mendocino Redwood Company, LLC  
MP 115.92, Kunzler Ranch Road, Mendocino County

disclaims any interest that when coupled with the license herein granted would render it irrevocable.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Nothing in this Agreement is intended to alter, limit, or otherwise affect the immunities and liability limitations provided to public entities under the laws of the State of California, including without limitation the Government Claims Act set forth in the California Government Code.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**GRTA:**

**LICENSEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

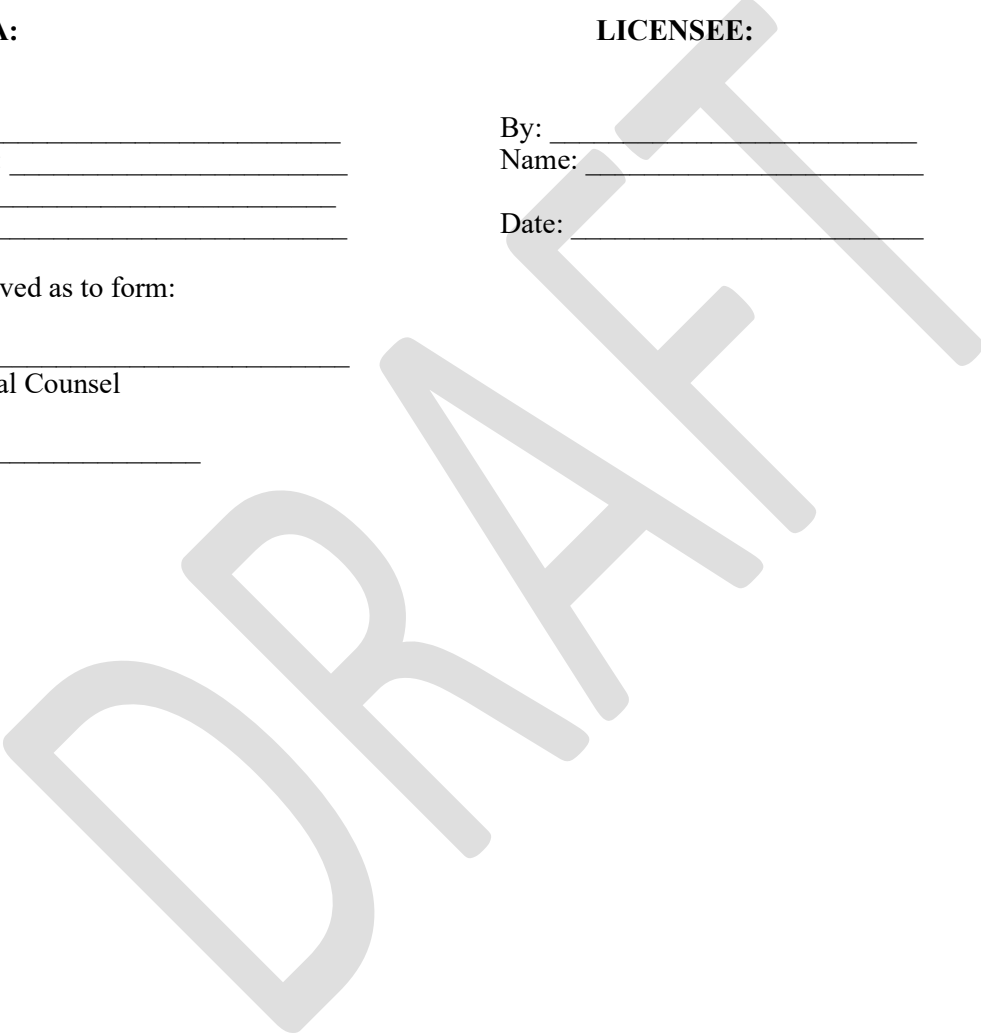
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

General Counsel

Date: \_\_\_\_\_



Mendocino Redwood Company, LLC  
MP 115.92, Kunzler Ranch Road, Mendocino County

## EXHIBIT A

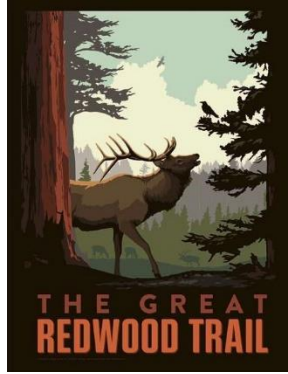
### GRTA/MRC Proposed Road Crossing, Milepost 115.92

Milepost	Description of Agreement	Proposed Amt
115.92	road crossing (Ukiah)- Kunzler Ranch Road	\$3,000
	<b>TOTAL ANNUAL CONSIDERATION</b>	<b>\$3,000</b>

### GRTA/MRC Proposed Agreement Area, Ukiah (Map- Milepost 115.92)







## MEMO

**To:** GRTA Board of Directors

**From:** Elaine Hogan, GRTA Executive Director

**Date:** March 12, 2024

**Subject:** **Agenda Item F3** – Discussion and Possible Action to Approve Resolution 2024-02 to Revise the Adopted Regular Meeting Calendar for 2024 and Adopt a Policy Regarding Establishing Teleconference Participation Location for Board and Public Participation at Regular Board Meetings

---

The GRTA Board of Directors and members of the public have requested increased access to board meetings by enabling participation using teleconferencing technology. Staff have researched options in accordance with public meeting laws outlined in Government Code sections 54950 - 54963 (the Brown Act). We propose your Board adopt the attached resolution establishing Eureka City Council Chambers as the board's regular meeting location, and adopting a policy to offer a remote, teleconference meeting location available to Directors and the public for ongoing remote participation. It is staff's recommendation at this time that the standing teleconference location be established at Healdsburg City Council Chambers, but the proposed policy allows for flexibility in the event that circumstances require a different location to be used. This approach will require compliance with Brown Act noticing and access rules to qualify the secondary location as a proper teleconference location, including agenda posting at the location and full public access to participation from that location. In practice, this means there will be two meeting locations from which the public and Directors can participate in person. The Board and public experience will be substantively equal in both locations even though Eureka will be our "regular meeting location" and Healdsburg our "designated teleconference location."

Under the recommended policy, staff will take public comment via Zoom and phone in addition to the two physical locations. Members of the public wanting to observe the meeting or make public comment will be able to do so in person at one of two meeting locations, over the phone, or by using video and audio, or audio-only options through their phone, tablet, computer or other device. While the public will

be able to participate electronically from locations of their choice, the Board will generally need to appear at one of the two core locations that are regularly noticed under the Brown Act. Because of the addition of Zoom and telephone capability for public participation, Directors may occasionally appear remotely via from other locations consistent with the Brown Act, for example in cases of emergency or illness. However, under normal circumstances, Directors may not appear via Zoom or from additional locations not included on the posted agenda. Instructions on how the public may observe the meeting and comment will be provided on each meeting agenda. Attached is further information to aid in your discussion. Below is the proposed meeting calendar for the remainder of 2024.

Note: discussion and direction regarding the November meeting date is needed. Previously, there was no Board meeting scheduled in November. However, given the volume of matters needing the Board’s attention, staff propose meeting in November. Thanksgiving is Thursday, November 28. The 3<sup>rd</sup> Thursday of the month when Board meetings are normally scheduled would be November 21.

<b>DATE</b>	<b>TIME</b>	<b>REGULAR LOCATION (To be Adopted by Resolution)</b>	<b>TELECONFERENCE LOCATION (Subject to Change if Needed)</b>
Thursday, May 16, 2024	10:30am	Eureka City Council Chambers 531 K Street, 2nd Floor Eureka	Healdsburg City Council Chambers 401 Grove Street, Healdsburg
Thursday, July 18, 2024	10:30am	Eureka City Council Chambers 531 K Street, 2nd Floor Eureka	Healdsburg City Council Chambers 401 Grove Street, Healdsburg
Thursday, September 19, 2024	10:30am	Eureka City Council Chambers 531 K Street, 2nd Floor Eureka	Healdsburg City Council Chambers 401 Grove Street, Healdsburg
Thursday, November 21, 2024	10:30am	Eureka City Council Chambers 531 K Street, 2nd Floor Eureka	Healdsburg City Council Chambers 401 Grove Street, Healdsburg



### **Guidelines for Conducting GRTA Board of Directors Meetings:**

Staff will run board meetings in-person at two locations to allow directors and the public to participate at the location nearest to them. Eureka will be our standing regular meeting location and Healdsburg will be our standing teleconference location. The public will have the option to participate in-person at either location or via video and/or phone through Zoom or another teleconferencing platform. All meeting attendees, regardless of their location, will be connected through audio & video via Zoom or other teleconferencing platform.

### **Proposed Staffing:**

- Healdsburg City Hall, Council Chambers: Administrative Assistant/Clerk of the Board
- Eureka City Hall, Council Chambers: Executive Director

### **Options for Board of Directors Attendance**

1. In-person in either Eureka or Healdsburg City Council Chambers; Eureka will be considered “in person” at the meeting site, while Healdsburg will technically be appearance via teleconference.
2. Virtually with “just cause” as defined by AB 2449

### **Prerequisites for Directors to attend virtually**

- ✓ We must have a quorum of directors participating either in person in Eureka or from a noticed teleconference site open to the public from within our jurisdiction.

Noticed teleconference site will generally be Healdsburg, but may also include additional noticed teleconference locations where the public is also able to attend on a case-by-case basis.

- The total number of board members appearing from noticed, in-jurisdiction locations combined must make a quorum. For example, a quorum would be established if we had two directors attending from the Eureka City Council Chambers and three attending from Healdsburg City Council Chambers.
- ✓ Public participation via teleconference must be offered
  - We will accept public comment over the phone via Zoom's call-in, audio-only option and through regular videoconferencing that people access through a laptop, tablet or smartphone
  - Members of public will have the same full access to video and audio participation as Directors are offered if they attend a noticed teleconference location including Healdsburg

### **How to attend the meeting virtually (other than from our designated regular and teleconference meeting locations in Eureka and Healdsburg)**

- Directors may attend virtually no more than two meetings per year.
- Directors need to advise staff that they plan to attend virtually as soon as possible, with at least 72 hours' notice so we can make findings and include it on the agenda.
  - If requesting virtual attendance due to unforeseen circumstances, the request to attend virtually can be made at the beginning of the meeting.
- Each request for remote participation must be made separately.
- The board must take action to approve remote attendance and find that it meets statutory requirements.
- Director must have "just cause" for not attending in-person:
  - Childcare or family caregiving need
  - Contagious illness
  - Physical or mental disability need
  - Travel while on official public business outside GRTA's jurisdiction
  - Emergency circumstance such as a physical or family medical emergency that prevents in-person attendance.
- Director states their just cause at the beginning of the meeting through the chair during roll call
  - A brief description generally no more than 20 words should suffice

- Board members do not need to disclose any medical diagnosis or disability, or any personal medical information
- Must publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the board member, and the general nature of the member's relationship with any such individuals.
- Board takes action through a majority roll call vote to authorize remote participation of director per AB 2449.
- Chair directs Clerk to make note of the director's remote participation in the minutes.
- Director must participate using both audio and visual technology.
- All votes must be taken by roll call.

### **How the public can observe and participate**

The agenda will be posted at our designated regular and teleconference meeting locations and on our website 72 hours prior to the meeting. Additional instructions will be added to our standard agenda template so the public knows how to access the meeting in-person, virtually and how to make public comment.

1 **RESOLUTION**

2 **of the**

3 **Board of Directors**

4 **of**

5 **GREAT REDWOOD TRAIL AGENCY**

6  
7 **IN THE MATTER OF:**

Resolution No. 2024-02

8 Resolution 2024-02

9 Revise the Adopted Regular  
10 Meeting Calendar for 2024

11 **WHEREAS**, the GREAT REDWOOD TRAIL AGENCY (“GRTA”) has a large geographic  
12 service area along an approximately 320-mile corridor in the Counties of Humboldt, Marin,  
13 Mendocino, Sonoma, and Trinity; and

14  
15 **WHEREAS**, the GRTA is committed to ensuring public access to observe and participate in local  
16 government meetings; and

17  
18  
19 **WHEREAS**, all meetings of the GRTA are open and public, as required by the Ralph M. Brown  
20 Act, so that any member of the public may participate in local government meetings; and

21  
22 **WHEREAS**, the Brown Act, Government Code section 54953, makes provisions for remote  
23 teleconferencing participation in local government meetings, subject to the existence of certain  
24 conditions;

25 **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE**  
26 **GREAT REDWOOD TRAIL AGENCY** as follows:  
27

- 1        1. The Recitals set forth above are true and correct and are incorporated into this Resolution  
2            by this reference.
- 3        2. The GRTA board finds that establishing a designated teleconference location in addition  
4            to its regular meeting location at the Eureka City Council Chambers, is in accordance with  
5            Government Code section 54953 and promotes public access to observe and participate in  
6            local government meetings.
- 7        3. Staff are hereby authorized and directed to take all actions necessary to carry out the intent  
8            and purpose of this Resolution to provide a designated teleconference location for future  
9            regular board meetings to the extent possible and conduct open and public meetings of the  
10           GRTA in accordance with Government Code section 54953 and other applicable  
11           provisions of the Brown Act.
- 12       4. Regular board meetings shall be held on the third Thursday of every other month at  
13           10:30am in January, March, May, July, September and November.
- 14       5. This Resolution shall take effect immediately upon its adoption.

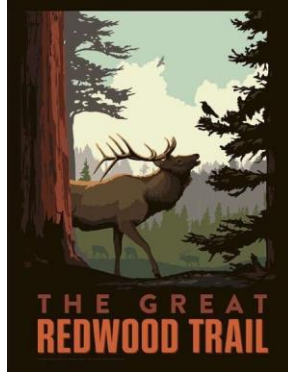
15  
16  
17 Introduced and adopted this \_\_\_\_ day of \_\_\_\_\_, at a meeting of the Board of Directors of  
18 Great Redwood Trail Agency by the following vote:

19 AYES:  
20 NOES:  
21 ABSENT:

22 \_\_\_\_\_  
23 GRTA Board Chair

24 ATTEST:

25 \_\_\_\_\_  
26 GRTA Executive Director  
27 Elaine Hogan



**MEMO**

**To:** GRTA Board of Directors

**From:** Hanna Bartee, SCC Project Manager

**Date:** March 22, 2024

**Subject:** **Agenda Item F4** – Annual Presentation from the Timber Heritage Association (THA) to Satisfy Terms of the Memorandum of Understanding between GRTA and THA

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The GRTA and Timber Heritage Association have had a Memorandum of Understanding since 2011 pertaining to use of GRTA Property for public events, maintenance and cleanup activities. In order to satisfy terms of the MOU, THA is required to provide the GRTA Board of Directors with an annual report of its activities. THA will give an oral report during the board meeting and a written report is provided below.



Timber Heritage Association - March 2024  
Annual Report to and Requests for GRTA Board of Directors

**Requests for the Board:**

- Update the language of the existing agreement to recognize the name change from NCRA to GRTA
  - Update the language of the existing agreement to change notice time from 45 days to 7 days or as needed to facilitate emergency operations (law enforcement, debris removal, storm damage, volunteer track inspections)
  - Authorize THA to replace & repair ties, rail, and other track material (angle bars, bolts, spikes, tie plates) as needed to stabilize existing railroad corridor for continued safe use, with primary focus on reopening existing Rail with Trail section in Eureka in addition to Samoa to Manila
  - Authorize THA to replace missing railroad crossbuck signs in Eureka and Samoa
  - Update the language to allow for an optional historic preservation fee
- 

**Operating Previous Year Report:**

- Approximately 3600 riders (mostly in Samoa due to HBTS construction)
- Final rail-only Eureka Slough Bridge Run covered by media outlets (ABC10, Times Standard) - very good rider attendance
- No breakdowns during entire operating season, no incidents
- Eureka High School collaboration on HiRail maintenance
- Increased local interest and concern for future of rails around Humboldt Bay
- Tracks continue to degrade and need basic routine maintenance which has not been performed in 30+ years.
- More Eureka crossings paved!
- Thousands of pounds of debris removed from GRTA ROW (green waste, pallets, tarps, trash, needles, etc)

Examples of GRTA property issues:

There are many cases where GRTA railroad property is damaged. Some top priority examples include, but are not limited to:

Samoa - Unauthorized vehicles on ROW causing damage



Examples of GRTA property issues:

Samoa - Unauthorized vehicles on ROW causing damage



Examples of GRTA property issues:

Samoa - Unauthorized vehicles on ROW



Examples of GRTA property issues:

Samoa - Unauthorized vehicles on ROW fouling track / damage (ATV usage)



Examples of GRTA property issues:

Samoa - Unauthorized vehicles on ROW fouling track / damage (ATV usage)



Examples of GRTA property issues:

Samoa - **Authorized** vehicles on ROW causing **unintentional** damage (Utility Access)



Examples of GRTA property issues:

Eureka - Unauthorized pedestrian trail damage to tracks





Examples of GRTA property issues:

Eureka - Unauthorized pedestrian trail damage to track



Examples of GRTA property issues:

Eureka - Unauthorized pedestrian trail damage to tracks (also removed OTM + ties, rendering track unsafe)



Examples of GRTA property issues:

Eureka - Unauthorized pedestrian trail (slippery)



Examples of GRTA property issues:

Samoa - Private crossings need rehabilitation prior to harbor heavy lift terminal (1 of 2 pictured)



Examples of GRTA property issues:

Samoa - Dangerous hazard tree fouling track structure, threatens THA property, and fence.



Examples of GRTA property issues:

Samoa - Large rocks removed from railroad grade and scattered among tracks (vehicle usage?)



Examples of GRTA property issues:

Eureka - New curb placed over **previously usable track**



Examples of GRTA property issues:

Eureka - Curb placed over **previously usable track**.





Examples of GRTA property issues:

Eureka - Plants placed within profile of railroad ties & railroad vehicles - fouling track, rendering unusable. Suggest simple relocation 8 feet away from track.



Examples of GRTA property issues:

Eureka - Plants placed within profile of railroad ties & railroad vehicles - fouling track, rendering unusable. Suggest simple relocation 8 feet away from track.



Examples of GRTA property issues:

Eureka - Plants placed within profile of railroad ties & railroad vehicles - fouling track, rendering unusable. Suggest simple relocation 8 feet away from track.



Examples of GRTA property issues:

Eureka - Plants placed within profile of railroad ties & railroad vehicles - fouling track, rendering unusable. Suggest relocation 8 feet away from track.



Examples of GRTA property issues:

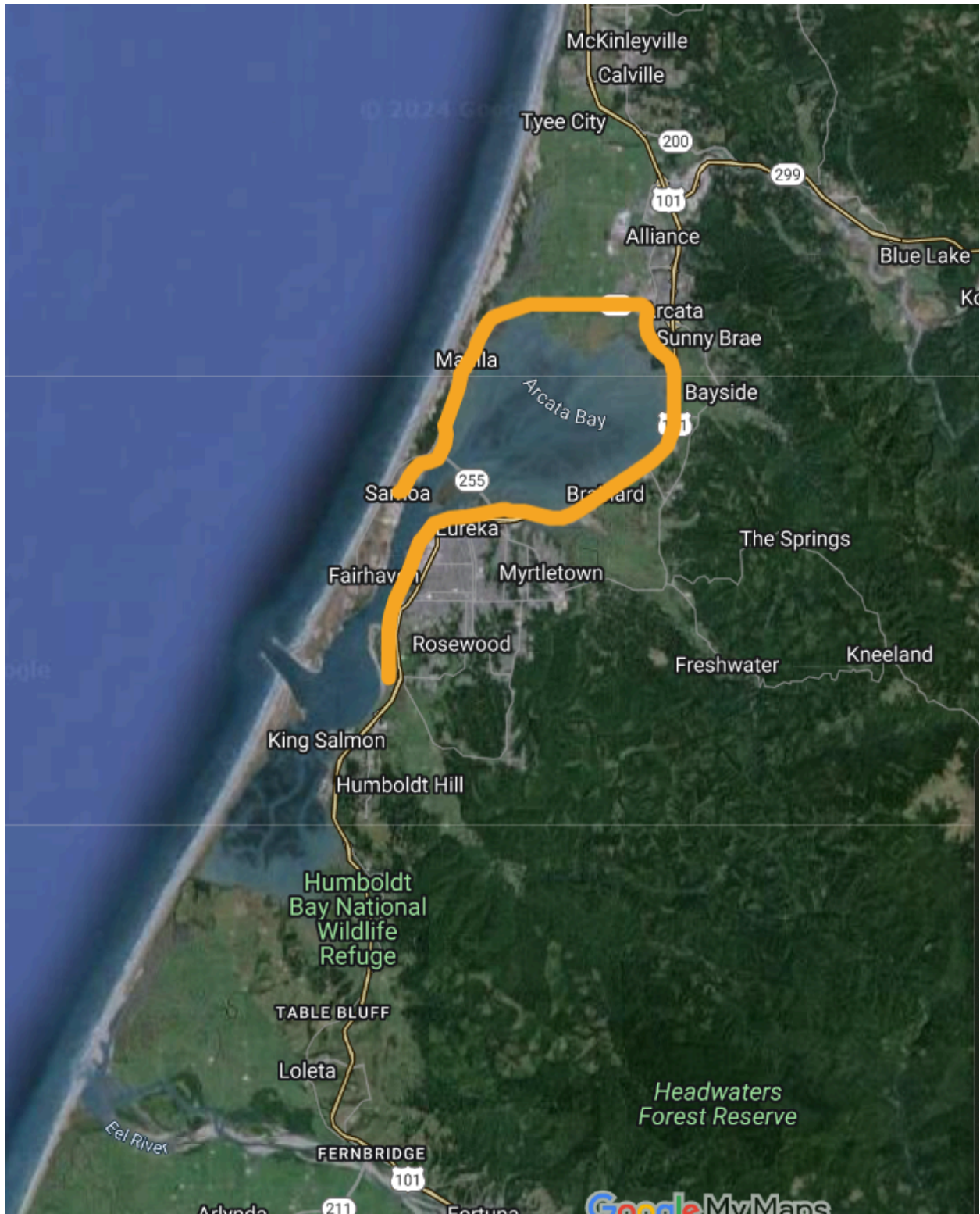
Eureka - Crossing paved over - **previously usable track rendered unusable.**



Examples of GRTA property issues:

Eureka - Authorized vehicles on ROW causing unintentional damage (Trail Contractor)





The Humboldt Bay Scenic Railroad (HBSR) is to be operated as an extension of the THA logging history museum. A proposed excursion train between Eureka, Arcata, and Samoa. HBSR is a unique heritage railroading museum opportunity for the North Coast. Join the THA for an

interpreted train ride along the coast on the Great Redwood Trail. Learn the history of Humboldt, information about local wildlife, and the importance of preservation! Because the Redwood Coast's logging heritage is closely linked with railroads, a Humboldt Bay Excursion Train is a central component of THA's mission.

The HBSR currently provides a unique heritage logging railroading experience through thrilling Crew Car rides. A working railroad is a large draw for the many locals & tourists visiting the California coast throughout the year. Visitors from around the world ride vintage maintenance-of-way equipment along the GRTA railroad corridor, experiencing the sights, sounds, and wildlife of Humboldt Bay firsthand on the very rails that were once crowded with locomotives and lumber as Humboldt County was opened up to the world.

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The Timber Heritage Association wishes to begin rehabilitation of the GRTA railroad line between Samoa and Eureka. This rehabilitation would involve removal of old rotten railroad ties, trash, invasive plants, and hazardous waste as well as spot improvements along the railroad such as joint bar, bolt, spike, and tie replacement as well as gauging. Work would be performed by THA volunteers.

The project would enhance the existing rail system. Increasing visibility and usage among these facilities may deter illegal activity, such as illegal dumping or camping, thereby enhancing public safety and the overall health of the travel corridor. Increasing the quality of the right-of-way may also allow for accelerated parallel trail construction and improved safety. As conditions improve through continued cooperation, the THA would like to seek additional funding from both private and public sources for the purposes of major rehabilitation and infrastructure improvements such as subgrade improvements, bridge & culvert repair, grade separation, trail construction, as well as sea level rise protection measures.

The Timber Heritage Association, and by extension Humboldt Bay Scenic Railroad, has running rights on some of the most beautiful tracks remaining in the country. The scenic bay is the heart of the Wiyot people and home to the redwood logging boom.

Some potential growth benefits of this project include:

- **Expansion of Excursion Offerings**  
New and improved sections of line will open up new railbike and crew car opportunities for HBSR/GRTA and improve safety.
- **Outdoor Adventure Transport & Nature Study**  
Develop new services for transporting kayakers and bird watchers.
- **Art Tours**  
Enjoy public art in Eureka while traveling the Eureka waterfront by rail.
- **Photo Charters**  
The railroad line through Humboldt Bay is one of the most scenic portions of railroad in the United States. This, in combination with our fleet of historic locomotives, makes it highly attractive to elite customers: railroad photographers & Hollywood (Film Commission has visited & voiced support) .
- **Improved relationships with other agencies**



THA is one of many partners seeking to preserve and improve the Humboldt Bay area. These partnerships allow us to work on joint projects, both educational and infrastructure, that are of mutual benefit to the parties involved. These projects often involve improved transportation, safety, and educational experiences.

### **Why HBSR is important**

The railroad serves as a physical and cultural link between the urban and rural communities surrounding Humboldt Bay. Far from being solely a benefit to THA or GRTA, the restoration of the railroad line is a project that hosts great benefits to Humboldt Bay area and the surrounding communities. From environmental protection and hazard mitigation, to increased accessibility, the railroad has the potential to both protect the beauty of the Bay, and help that beauty be experienced by many. All the while encouraging environmentally respectful tourism and economic opportunity.

- **Educational Value**

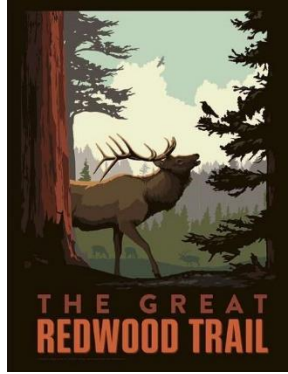
HBSR's crew cars frequently feature educational narratives on the history of the railroad, logging, and Humboldt County. Speeders around the bay have the ability to host educational narratives and nature studies, not only from THA, but also from other agencies with missions to educate about and protect the watershed.

- **Trail Maintenance**

With the Humboldt Bay Trail, and Great Redwood Trail expected to follow the railroad right of way throughout Humboldt Bay, the presence of the railroad is an invaluable resource in ensuring the trail remains easily maintained. Continued vegetation maintenance programs will help accelerate trail development. THA has previously loaned railroad equipment to Humboldt County in order to facilitate Trail development.

- **Wildfire Mitigation**

After 30 years of out of service time, the track between Eureka and Arcata has experienced a large volume of brush growth that needs to be cleared. THA has been working on maintaining aggressive brush and removing debris on the GRTA corridor since 2009. We have equipment capable of delivering firefighters, sheriff, and rescue teams to remote offroad locations in a pinch. While HBSR does have a tank car for spraying water, THA currently has no outside rail connection to the GRTA railroad line.



## MEMO

**To:** GRTA Board of Directors

**From:** Hannah Bartee, SCC Project Manager

**Date:** March 22, 2024

**Subject:** **Agenda Item F.5** – Discussion and Possible Action to Approve a Memorandum of Understanding between Great Redwood Trail Agency and Timber Heritage Association for the Use of Property Located between Mileposts 284.25 and 285.64 in Eureka, and between Mileposts 297.44 in Manila and 300.43 in Samoa, in Humboldt County, in a Form Approved by Counsel

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### Background:

Timber Heritage Association (“THA”) seeks an updated Memorandum of Understanding (“MOU”) for use of GRTA Property located between Mileposts 284.25 and 285.64 in Eureka, and between Mileposts 297.44 in Manila and 300.43 in Samoa, in Humboldt County. From time-to-time THA desires to utilize the track owned by GRTA to provide excursion rides to the public in Humboldt County for various community events. The original MOU dated November 9<sup>th</sup>, 2011 and Amendment dated February 11<sup>th</sup>, 2015 are included for reference.

THA and GRTA seek to:

- Update the language of the existing MOU to recognize the name change from NCRA to GRTA.
- Update the language of the existing MOU to use GRTA’s current agreement template language.
- Remove the recital referencing an August 2011 letter from NCRA authorizing possible storage of THA locomotives and rolling stock on NCRA property in Samoa. THA now owns their Samoa Roundhouse property in fee and are able to store their equipment onsite.
- Update the Termination section language of the existing MOU to allow termination by either party at any time and for any reason, by providing the non-terminating party with written notice of termination and the effective date thereof.

- Update MOU sections pertaining to use of GRTA Property for public events, maintenance and cleanup activities. Specifics include the following:
  - Update the language of the existing MOU to change the requirement of THA submittal of an annual public event calendar for GRTA review and approval from January 1<sup>st</sup> of each year to forty-five (45) days prior to the first proposed event date. THA shall notify GRTA in writing not less than ten (10) days prior to the proposed effective date of any changes to the approved calendar.
  - Remove from the existing MOU the required forty-five (45) day notice time for maintenance and cleanup activities. Any improvements, repairs, or alterations to the Property will still require review and approval from GRTA.
  - Authorize THA to perform cleanup activities on the Property as needed.
  - Require THA to keep a Maintenance Log that may be requested by GRTA or used to satisfy, in part, their annual report requirements.
  - Authorize THA to replace missing railroad crossbuck signs as needed
  - Authorize THA to replace & repair ties, rail, and other track material (angle bars, bolts, spikes, tie plates) as needed to stabilize existing railroad corridor for continued safe use.

**Staff Recommendation:**

Staff recommend the Board approve a Memorandum of Understanding between the Great Redwood Trail Agency and the Timber Heritage Association for the Use of GRTA Property located between Mileposts 284.25 and 285.64 in Eureka, and between Mileposts 297.44 in Manila and 300.43 in Samoa, in Humboldt County, in a Form Approved by Counsel.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 9<sup>th</sup> day of November 2011, by and between NORTH COAST RAILROAD AUTHORITY, a public agency ("NCRA") and TIMBER HERITAGE ASSOCIATION (THA), a 501 (c) (3) California Non Profit Corporation ("THA") as follows:

### RECITALS

- A. WHEREAS, from time-to-time THA desires to utilize the track owned by NCRA to provide excursion rides to the public in Humboldt County for various community events and to potentially store equipment on NCRA Property in Samoa, as outlined in the August 15, 2011 letter from NCRA Executive Director Mitch Stogner the terms of which, THA agrees to.
- B. WHEREAS, the Board of Directors of NCRA agrees to allow THA to utilize said track subject to formulation of a Memorandum of Understanding establishing a legal relationship by and between the parties.

NOW, THEREFORE, it is agreed by and between the parties as follows:

### AGREEMENT

1. Activity Application. THA shall apply in writing, on January 1 of each year, to the Executive Director of NCRA for authority to enter upon and use track owned by NCRA ("Property") to provide excursion rides at no cost to the public. The request shall be in the form of a calendar of dates and track to be used as well as the name of the event. THA shall notify NCRA of any changes to schedule. The Executive Director may either approve the request, or refer it to the Board of Directors for consideration. THA shall submit all such requests in writing no less than forty-five (45) days prior to the proposed activity to accommodate referral to the Board of Directors of NCRA. THA shall reimburse NCRA for any fees, fines, costs, or penalties incurred by NCRA due, in whole or in part to THA's actions or inaction.
2. Cleanup Activities. THA may assist local jurisdictions in minor cleanup and vegetation removal activities on the Property. In such case, the request shall be presented to the Executive Director of NCRA no less than forty-five(45) days in advance of the proposed date of such activity.
3. Track and Equipment Approvals. NCRA shall obtain and receive written certification that the track is safe for the proposed use by the on-call engineer for NCRA. NCRA shall inspect track on an annual basis or as needed. The Executive Director will forward a copy of the engineer report and recommendations and conditions to THA. The Executive Director shall

require THA as a condition of approval to compensate NCRA for the cost of obtaining the approval of NCRA's engineer. All approvals by the engineer shall be in writing and bear the Engineering Stamp of the engineer. THA shall comply with any and all conditions set out by the on-call engineer. Approval shall be good for the succeeding 12 months, unless NCRA staff determines additional track inspection is needed. In addition to the Track Inspection, THA shall provide to NCRA written certification that the equipment has been inspected by a certified engineer or comparable licensed professional. THA shall operate the excursion rides at a speed not to exceed 10 miles per hour.

4. Repair and Maintenance. THA shall not perform any repair or maintenance work on the NCRA right-of-way without prior written approval of NCRA which approval NCRA may withhold for any reason. THA shall not use any toxics in its activities on the line and shall clean the Property after each event.

5. Trains. THA shall not use any vehicle which is classified by the Federal Railroad Administration as a "Train" until such time as Emergency Order No. 21 is lifted for the applicable segment. No approval of NCRA shall be construed as authorizing the use of a "train" vehicle.

6. Indemnity. THA agrees to indemnify and hold harmless NCRA from any and all claims, demands and causes of action of any nature and any expense incident to the defense for injury or death of any person or loss of or damage to property occurring on or about the lands owned by NCRA that grow out of or are connected with THA activities or THA omissions, including but not limited to, willful misconduct of THA, or negligence of THA. Such indemnity shall apply notwithstanding NCRA's passive or active negligence, and shall be deemed to apply to any and all losses resulting from THA negligence, THA action or inaction, or any other cause other than the willful misconduct or sole negligence of NCRA. THA shall provide speeder rides in a safe manner. This provision shall survive any termination of this MOU for any THA actions or inaction which occurred during any time this MOU was in force and shall be binding on THA and its officers and directors.

7. Insurance. THA agrees to procure and maintain public liability insurance from a responsible insurance company authorized to do business in California, with a rating of A or better by A. M. Best or the equivalent thereof, with a combined single limit of not less than One Million Dollars per occurrence (\$1,000,000) and Two Million aggregate (\$2,000,000) and for injury or death to any person or property or damage to Property for any claims, demands, or causes of action of any person arising out of THA activities pursuant to this MOU. The insurance policy shall name NCRA as an additional insured and shall be delivered by THA prior to the conduct of the first activity approved under this Memorandum of Understanding which shall be evidenced by delivery of a certificate of such coverage. The insurance policy shall be primary and noncontributory and shall provide that a thirty (30) day notice of cancellation or of any material modification of coverage shall be provided to all named insureds. The policy may be under a blanket policy insuring other locations that THA might have, provided that the

property of NCRA shall be specifically identified as included under such policy. THA shall cease and desist from all activity on any and all Property at any time when THA's insurance is not in full force and effect.

8. Approvals. THA shall obtain all necessary permits required by all applicable laws with all pertinent agencies that may have permitting oversight. THA shall provide copies thereof to NCRA when approvals are granted.

9. Annual Reports to NCRA. On an annual basis, representatives of THA shall attend an NCRA Board meeting to provide a report on the previous year's activities.

10. Attorney's Fees. If any legal action, arbitration, or other proceeding is brought under this agreement, in addition to any other relief to which the successful or prevailing party or parties, ("the Prevailing Party") is entitled the Prevailing Party is entitled to recover and the non-prevailing party shall pay, all: (a) reasonable attorneys fees' of the Prevailing Party; (b) court costs incurred in that action or proceeding and all appellate proceedings.

11. Notices. All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to this Contract shall be in writing and shall be deemed to have been properly given or sent:

(a) By facsimile transmission and by mailing by registered or certified mail, return receipt requested, with postage prepaid, or by national overnight delivery service, prepaid, addressed as follows:

NCRA: North Coast Railroad Authority  
419 Talmage, Ste. M  
Ukiah, CA 95428  
Facsimile: (707) 463-3283

With a copy to: Christopher J. Neary  
Attorney at Law  
110 S. Main St., Ste. C  
Willits, CA 95490  
Facsimile: (707) 459-3018

THA: ATTENTION: Michael Kellogg  
Timber Heritage Association  
1807 Harris Street Eureka, CA 95501  
Facsimile: 707- 825-8226

b. Each notice, demand, request or communication which shall be faxed or mailed by registered or certified mail to either party in the manner aforesaid shall be deemed sufficiently given, served or sent for all purposes at the time such notice, demand, request, or communication is received by the addressee. Service shall be deemed complete when deposited, postage fully

paid, and addressed as above in the U.S. mail. Either party may change the name of the recipient of any notice, or its addressee, at any time by complying with the foregoing procedure.

12. Effective Date. This Agreement shall become effective when executed by both parties hereto and approved by the Board of Directors of NCRA and executed and delivered to THA. This agreement is terminable, at will, by NCRA.

13. Non-Assignability. THA shall not assign any interest in this Agreement.

14. Governing Law. This Agreement is executed in and intended to be performed in the State of California, and the laws of the State of California shall govern its interpretation and effect.

15. Integration. This Agreement represents and contains the entire understanding of the parties. There are no representations, covenants or undertakings other than those expressly set forth in this Agreement. The parties acknowledge that no party, or any agent or attorney of any party has made any promise, representation, or warranty whatsoever, express or implied, not contained in this Agreement, to induce any other party to execute this Agreement. The parties acknowledge that they have not executed this Agreement in reliance on any promise, representation or warranty not specifically contained in this Agreement. As used herein, the term "Agreement" includes all exhibits, appendices and attachments. It is understood that THA's use of NCRA's Property as outlined herein, gives THA no further rights to NCRA Property.

16. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

17. Modification. This Agreement may be amended at any time and from time-to-time, but any amendment must be in writing and signed by each party to be bound.

18. Counterparts. The parties may execute this Agreement in two or more counterparts which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original of this Agreement as against any party who has signed it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it to be executed as of the day, month and year first above written.

NORTH COAST RAILROAD AUTHORITY

TIMBER HERITAGE ASSOCIATION

By: \_\_\_\_\_  
HAL WAGENET  
Chairman of the Board

By: Michael Kellogg  
MICHAEL KELLOGG  
Its: TREASURER

paid, and addressed as above in the U.S. mail. Either party may change the name of the recipient of any notice, or its addressee, at any time by complying with the foregoing procedure.

12. Effective Date. This Agreement shall become effective when executed by both parties hereto and approved by the Board of Directors of NCRA and executed and delivered to THA. This agreement is terminable, at will, by NCRA.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it to be executed as of the day, month and year first above written.

NORTH COAST RAILROAD AUTHORITY

TIMBER HERITAGE ASSOCIATION

By: 

HAL WAGENET  
Chairman of the Board


By: \_\_\_\_\_

MICHAEL KELLOGG


Its: \_\_\_\_\_



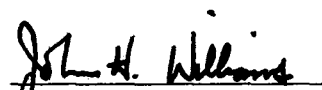
Attest:

  
\_\_\_\_\_  
MITCH STOGNER  
Executive Director

Approved as to form:

  
\_\_\_\_\_  
CHRISTOPHER J. NEARY  
General Counsel

Accepted by NWP Co.

  
\_\_\_\_\_  
John H. Williams



**North Coast Railroad Authority**

419 Talmage Road, Suite M

Ukiah, CA 95482

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August 15, 2011

Mark Maxon  
Timber Heritage Association  
430 Bayside Road  
Arcata, Ca 95521-6458

**RE: Storage of locomotives, rolling stock and equipment on NCRA Right-of-Way in Samoa, Ca**

Dear Mr. Maxon:

North Coast Railroad Authority (NCRA) hereby grants permission for the Timber Heritage Association to store its locomotives, rolling stock and equipment on NCRA property located in Samoa, near the Samoa Roundhouse, in the event that the Humboldt Bay Harbor, Recreation and Conservation District (HBHRCD) should require the removal of THA inventory from the Samoa Shops Property (AKA Samoa Roundhouse property) that the THA has currently under lease from the District.

If and when Timber Heritage is required to remove equipment from the Roundhouse and the adjacent properties, the NCRA will need to be alerted to the situation so that a coordinated effort can be made to safely and securely transport the rail equipment onto NCRA's property and Right-of-Way. This agreement shall have a term of ten years that may be extended by mutual agreement. Upon written request from NCRA, THA shall remove all equipment from NCRA Property within 12 months.

It is understood that the THA will be responsible for procuring insurance to meet its own needs and provide liability coverage as may be required by the NCRA. It is further understood that this agreement is for storage and does not cover operation of the equipment. It is further understood that THA's property may not interfere with sanctioned rail operations, or other activities of the NCRA or its operator, and must comply with any applicable state or federal regulations. Finally, this agreement is subject to all applicable provisions of the MOU between NCRA and THA dated August 24, 2011.

If you require additional approvals please contact NCRA at 707-463-3280.

Sincerely,

Mitch Stogner Executive Director  
North Coast Railroad Authority

cc: J.H. Williams, Dave Anderson, Pete Oringer

Hal Wagenet - Chairman of the Board  
North Coast Railroad Authority

Amendment # 1

To

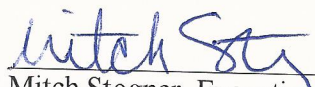
MEMORANDUM OF UNDERSTANDING  
between NORTH COAST RAILROAD AUTHORITY, a public agency ("NCRA") and  
TIMBER HERITAGE ASSOCIATION (THA), a 501 (c) (3) California Non Profit  
Corporation ("THA") shall be amended as follows:

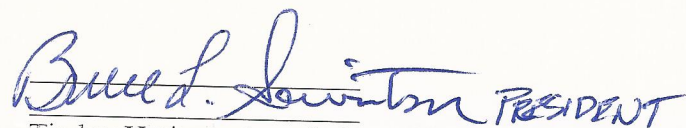
Section 3:

Track and Equipment Approvals. NCRA shall obtain and receive written certification that the track is safe for the proposed use following an inspection by an inspector approved by NWP Co.

NWP Co. shall oversee track inspections on an annual basis or as needed. The Executive Director will forward a copy of the NWP Co. inspection report and recommendations and conditions to THA. The Executive Director shall require THA as a condition of approval to compensate NCRA for any costs related to the required inspections. All inspections by NWP Co. approved inspectors shall be in writing. THA shall comply with any and all conditions set out by the NWP Co. resulting from the aforementioned inspections. Approval shall be good for the succeeding 12 months or as stipulated by NWP Co. THA shall provide to NCRA written certification that the equipment has been inspected by a qualified licensed professional. THA shall operate the excursion rides at a speed not to exceed 10 miles per hour.

Amendment # 1 dated: February 11, 2015

  
Mitch Stogner, Executive Director  
North Coast Railroad Authority

  
Bruce D. Lewinton PRESIDENT  
Timber Heritage Association



## GREAT REDWOOD TRAIL AGENCY Board of Directors Meeting

### MINUTES

Thursday, January 25, 2024

10:30 am

Ukiah City Council Chambers  
300 Seminary Avenue, Ukiah  
Mendocino County

#### A. CALL TO ORDER

Chair Hart called the meeting to order at 10:32 a.m.

#### B. ROLL CALL

**Directors Present:** Sackett, Haschak, Mulheren, Hagele (arrived at 10:33 a.m.), Campbell, Bagby, and Chair Hart.

**Directors Absent:** Madrone and Hunerlach.

**Other Present:** GRTA General Manger – Elaine Hogan, Legal Counsel – Elizabeth Coleman, GRT Project Managers – Louisa Morris and Hannah Bartee, Jeff Knowles – Alta Planning and Design, and Recording Secretary – Hiedy Torres.

#### C. AGENDA APPROVAL

Upon Motion by Director Haschak, seconded by Director Campbell, the Agenda was unanimously approved as presented.

#### D. PUBLIC COMMENT

Cynthia Garcia- This comment was submitted before the meeting and was distributed to the Board. The comment will be attached to the final minutes.

Shannon Wilhite – This comment was submitted before the meeting and was distributed to the Board. The comment will be attached to the final meeting minutes.

Cahto Tribe – This comment was submitted at the meeting and will be attached to the final meeting minutes.

Perry Lincoln, Kinest'e Community Coalition – Mr. Lincoln said he is a Kinest'e native, and he is at today's meeting representing the Kinest'e Community Coalition, which is just getting started and has members that reach across Northern California, with homelands along the Eel River from Dos Rios to Rio Dell. The Eel River access is owned by private entities and access is not available to native people. For this reason, practicing cultural traditions, religious traditions, and performing homeland restoration is nearly impossible for the tribes in the area. The Kinest'e Community Coalition requests to be involved and included in the trail project. Mr. Lincoln wants to see alternative routes considered for the GRT and would like a tribal monitor present during the Willits GRT construction.

Richard Gienger – Mr. Gienger said he has been involved with watershed restoration for many years and believes that The Great Redwood Trail (GRT) should have included native people from the very beginning and will be harmful for various reasons. In the past, nobody asked if they could put a railroad through their land and the damage from the railroad is extreme. To move forward, first the damage caused by the railroad needs to be cleaned up and removed from ancestral territory before a trail is built. Mr. Gienger believes that it will be more costly to build the GRT than it was to build the railroad in this location.

Valerie Stanley, THPO Sherwood Valley Tribe – Ms. Stanley said she is from Sherwood Valley in Willits and has sent letters to the City of Willits in opposition to the trail. Many cultural resources have been damaged. She claims that the Tribe had no notice of the 1.6-mile trail proposed in Willits. This trail placement is directly in cultural territory and much more investigation needs to be done. The Sherwood Valley Tribe is in opposition of the trail.

Michelle Merrifield, Kinest'e Community Coalition – Ms. Merrifield said she is a member of the Round Valley Indian Tribes and her permanent residence is in Round Valley. She opposes the GRT and does not see anything good about it. Massive damage has occurred along Highway 162 and Outlet Creek on the road to Covelo, where the tracks are visibly hanging off the hillside and large amounts of toxic debris have gone into the river desecrating the land and harming wildlife and fish populations. She is spiritually bound by the land and Mother Nature. Her duty is to preserve and protect the land, the rivers, the mountains, and the wildlife. This area can be also very dangerous, and safety is a concern. She believes that more people mean more trash and more poaching of wildlife. She sees no mention of protecting cultural sites that have already been desecrated from this railroad on land that was taken from the native people many years ago. She opposes the GRT, wants re-routes to be considered, and asks that the tribe be included in future planning.

Vernon Wilson, Cahto Tribe – Mr. Wilson said he is a member of the Cahto Tribe located in Laytonville and surrounding areas, is a cultural monitor for his Tribe, and sees a great opportunity to look at this project as good or bad. The bigger picture shows that we should be obligated as a group to protect the land, trees, and wildlife and the cleanup that needs to be done because of the damage the railroad has caused and a tribal monitor should be present during this project. There are problems that will result from building this trail, such as illegal encampments by homeless people, that will create garbage and

damage the land and river. He is personally opposed to the trail and believes that alternate routes need to be explored, because the GRT will affect ancestral sites in the proposed trail location. The Cahto Tribe requests to be included in all planning for the trail. Mr. Wilson submitted for the record a letter to the GRTA Board from the Cahto Tribal Chairwoman. He sees this as an opportunity to build a relationship with a common goal and recognize the loss that Tribes have experienced.

Neesh Redhawk, Covelo Yuki Trails– Mr. Redhawk said that the railroad had not been maintained and will be a huge cost to cleanup. He is not sure how he feels about the GRT but feels strongly that we must maintain the resources that we have along this trail. He asked where the data was on the building on cultural homeland sites and the impacts that will be made on the land and animals in the area. He has many questions about how the trail will be maintained and managed and asked that the tribes be included in the planning of the GRT, with future generations in mind (children, legacy).

Nikcole Whipple, Court Operations Clerk for the Northern California Indian Tribal Courts Systems – Ms. Whipple said she is here today as a as part of the only federally recognized tribal group that also recognizes the Wailaki, Yuki and Little Lake Pomo Nation. There is legislation recognizing the desecration that the genocide inflicted upon our people, so as the trail moves forward, we need to discuss how that coincides with the Round Valley legislation, as well as all executive orders that are protecting the ancestral territory. These sites need to be preserved and protected while moving forward with the trail planning and requested that the tribes be involved in all state and federal processes. She is concerned that the agency is falsifying a true consultation of local tribes during the trail planning process. She believes the trail must move [be relocated] along Highway 162, Outlet Creek, and the Eel River.

Jason Franklin, Eel River Wailaki nonprofit, Vice President – Mr. Franklin said he is a local Wailaki descendant who resides in Laytonville. He opposes the trail and agrees with the comments Nikcole Whipple made. A proper consultation must be conducted with tribal organizations and information about the trail must be provided to the tribe to consent to the GRT. The proposed trail would run through over 100 tribal village sites creating major damage and destruction to these sites. Damage has already occurred to petroglyphs located along the planned trail path and has desecrated this cultural artifact. Moving forward, without proper consultation as the Governor has requested, will cause further long-term irrevocable damage to these sacred cultural sites. He is concerned that commercial river trip operators advertise access to cultural sites.

Michelle Merrifield for Ernie Merrifield (her father) – Ms. Merrifield said the Round Valley Tribal Community is located about halfway between San Francisco and Eureka. She read from a letter written by her father, Ernie Merrifield: As this trail is planned to follow a broken-down abandoned railroad, it should be considered an unbelievable grandiose dream. For those who presented these delusions of grandeur, we will need to rethink some ideas that are believable, reasonable, and manageable. Within the beautiful area of Northern California, there are many natural environments and sights to see that are connected by the power of Mother Nature. Hundreds of hiking trails may be opened for locals and tourists to study and seek enjoyment of the great outdoors. The Avenue of the Giants is a tourist destination which draws people to explore and observe the redwoods in the area. Massive debris and damage are present from the abandoned railroad and continue to create toxic circumstances and preservation of cultural sites should be of the utmost importance. Ms. Merrifield characterized the GRT as an “insane monstrous nightmare” to which she is very opposed.

Ben Shields – Mr. Shields said he is a Garberville resident and a friend to the Eel River Wailaki who would like to submit photos of three cultural sites and the names of 60 village sites along the proposed GRT.

Chair Hart thanked the public for their attendance and the genuine public comments made today. She mentioned that this is the beginning of the planning stage where more in-depth conversation, consultation and discussions will give the Board and the public a chance to engage deeper.

**E. CONDUCT OF BUSINESS**

1. Discussion and Possible Action to Authorize the General Manager to Approve a License Agreement for a 1.6-mile segment of the Great Redwood Trail, between the Great Redwood Trail Agency and the City of Willits, in a Form Approved by Counsel

Chair Hart called for public comment.

Valerie Stanley, THPO Sherwood Valley Tribe – Ms. Stanley said the City of Willits has not contacted the tribe about the GRT but is working with the tribe on the portion of the trail that runs from Commercial Street to East Hill Road. She requested further consultation with the tribe in future planning.

Nikcole Whipple, Round Valley Indian Tribe Member – Ms. Whipple requested that Coyote Valley, Round Valley, Sherwood Valley, Redwood Valley, and possibly Potter Valley be included in consultations in the future, as these tribes can provide knowledge about this area and the cultural history, and a tribal monitor should be present during the Willits GRT construction.

Agenda Item E.1 was discussed, and no action was taken. This item was continued to a future meeting.

2. Discussion and Possible Action Regarding City of Blue Lake Trail Lease Agreement

Chair Hart called for public comment.

Uri Driscoll – Mr. Driscoll’s comment was submitted before the meeting and was distributed to the Board. The comment will be attached to the final meeting minutes.

Upon Motion by Director Haschak, seconded by Director Bagby, Agenda Item E.2 was unanimously approved as presented. The Board authorized the General Manager to finalize an agreement with The City of Blue Lake.

Motion Carried:

AYES: 7 - Sackett, Haschak, Mulheren, Hagele, Campbell, Bagby, and Chair Hart.

NOES: 0

ABSENT: 2 – Madrone and Hunerlach.

ABSTAIN: 0

3. Discussion and Possible Action Regarding Hybrid Meetings to Allow for Public Participation

Upon Motion by Director Bagby, seconded by Director Campbell, Agenda Item E.3 was discussed, and the board directed staff to explore options for future hybrid meetings and allow public comments during hybrid meetings.

Motion Carried:

AYES: 7 - Sackett, Haschak, Mulheren, Hagele, Campbell, Bagby, and Chair Hart.

NOES: 0

ABSENT: 2 – Madrone and Hunerlach.

ABSTAIN: 0

Chair Hart called for public comment.

David Schonbrunn - This comment was submitted before the meeting and was distributed to the Board. The comment will be attached to the final meeting minutes.

Nikcole Whipple – Ms. Whipple said it would be nice to make public comments but also to be considered for presentations as well.

Director Hagele- Mr. Hagele said that having public access to meetings is very important and comments should be considered only on the specific agenda item being discussed. He opposes the screen share option during the meeting and suggested staff present public presentations prior to a meeting during the staff report.

Director Bagby – Ms. Bagby said she wants public presenters to be allowed time on the agenda and to see a system in place to allow the public to submit presentations to staff for review before meetings.

Director Haschak – Mr. Haschak appreciates staff coming up with a solution for the public to attend meetings.

Chair Hart – Ms. Hart directed staff to explore Director Bagby’s suggestion for public comment and asked that public presentations be allowed a place on the agenda when submitted prior to meetings.

4. Discussion and Possible Action Regarding holding a special meeting March 28, 2024, in Eureka in lieu of the regular meeting scheduled for March 21, 2024

Chair Hart called for public Comment.

Upon Motion by Director Campbell, seconded by Director Sackett, the board unanimously approved the change of the March 21, 2024, Eureka meeting to March 28, 2024, at 10:30a.m. at Eureka City Council Chambers.

Motion Carried:

AYES: 7 - Sackett, Haschak, Mulheren, Hagele, Campbell, Bagby, and Chair Hart.

NOES: 0

ABSENT: 2 – Madrone and Hunerlach.

ABSTAIN: 0

## **F. CONSENT CALENDAR**

1. Approval of Minutes – Board of Directors Meeting – November 9, 2023
2. Approval of Financial Statements – October, November, and December 2023
4. Approval of Warrants Issued - October, November, and December 2023
4. Approval Cal Card Statement – November and December 2023

Chair Hart called for public comment.



Upon Motion by Director Campbell, seconded by Director Hagele, the board approved unanimously Consent Calendar items F.1 - F.4 as presented.

Motion Carried:

AYES: 7 - Sackett, Haschak, Mulheren, Hagele, Campbell, Bagby, and Chair Hart.

NOES: 0

ABSENT: 2 – Madrone and Hunerlach.

ABSTAIN: 0

**G. MASTER PLAN UPDATE – Presentation by Alta Planning and Design**

Jeff Knowles – Alta Planning and Design – Mr. Knowles provided GRT Master Plan updates to the Board on the below topics.

Chapter 1: GRT Master Plan Goals- A trail that is memorable, respectful, responsible, and enduring.

Chapter 2: Summary of Tribal and Community Engagement.

- 1- Tribal engagement (by the numbers)- the GRT Master Plan team has contacted 37 Tribes and Tribal/native interest associations, attended/presented at 11 Tribal community events, held an online tribal webinar, presented at 7 Tribal government and community meetings, and had over 50 in-depth conversations with Tribal leaders and members.
- 2- A summary was shared of what we've heard so far from Tribes, as well as recommendations, both of which will be included in the GRT Master Plan.
- 3- Community Engagement (by the numbers)- The GRT Master Plan team attended/taled at 23 community events, sent out newsletters to 653 subscribers, hosted over 371 attendees at events, including four in-person and two online workshops, collected nearly 500 comments on the GRT Master Plan web map, attended over 70 stakeholder meetings, and processed 767 project surveys. NCO also successfully engaged with several equity-focused groups around the GRT.
  - a. Stakeholder groups included elected officials and local agencies, law enforcement, fire departments, first responders, State Parks, State and federal natural resource and regulatory agencies, tourism and economic development organizations, trail user groups for people with disabilities, bicyclists and pedestrian advocacy groups, equestrians, river and boating access users, timber industry representatives, farmers and ranchers, landowners, winegrowers, cannabis cultivators, environmental advocates, land trusts and conservancies, homeless service providers, and other community organizations.
- 4- General overview of existing conditions, trail design guidelines, wayfinding and branding for the GRT, trail operations and management recommendations.
- 5- Project Prioritization and how the Master Plan approached this.
- 6- Implementation strategies and next steps.
  - a. Draft Master Plan released to public in early April 2024
  - b. Programmatic EIR- spring 2024 through Spring 2025

c. Finalize and adopt Master Plan and Programmatic EIR (tentative)- Summer 2025

Chair Hart called for public comment.

Perry Lincoln- Mr. Lincoln asked how to view the draft Master Plan and was referred to the Great Redwood Trail Master Plan website, the “Get Involved” tab.

Vernon Wilson – Mr. Wilson suggested engaging a tribal archeologist and cultural monitor in the planning process and the expense for this service should be funded by the GRT.

Nickole Whipple – Ms. Whipple asked where we start rerouting the trail and how we give input on moving the planned trail location.

Patricia Rabano (RVIT, THPO) – Ms. Rabano said she is concerned about the level of tribal engagement that has been conducted, and she said that it is inherently important for tribes to have a seat at the table (e.g. on the GRTA Board of Directors) when planning this trail. She requested to be informed of future tribal engagements and asked who we’ve reached out to so far.

Alicia Bales- Ms. Bales said she works with an organization that is interested in tribal engagement for the Master Plan and is amazed at how little discussion there has been about tribal participation. She suggested having a tribal member included on the board so that tribal input can be reflected in all stages of trail planning.

Director Mulheren – Ms. Mulheren asked how tribes have been engaged and what steps have been taken by local agencies to facilitate tribal involvement.

Jeff Knowles – Mr. Knowles said that NCO has been involved in sending out engagement letters to tribes and has assisted in building relationships with tribal entities.

**H. STAFF REPORT – Elaine Hogan, GRTA General Manager**

Ms. Hogan said it is her fourth week on the job and with limited staff we are doing the best we can in building a foundation with all our neighbors along the trail. Staff have been working on the agency budget, compiling a master lease and license agreement database, reviewing the organization and structure of the agency, and updating professional services contracts as needed.

**I. MATTERS FROM THE BOARD**

The Board convened to Closed Session at 12:48 p.m.

**J. CLOSED SESSION**

- a. Discussion with Legal Counsel Regarding Pending Litigation:  
Abandonment and Railbanking Filings, before Surface Transportation Board  
[Government Code section 54956.9(a)]
- b. Discussion with Legal Counsel Regarding Anticipated Initiation of Unlawful Detainer Action  
on GRTA Property APN 211-141-001 at 901 Dyerville Loop Road in Redcrest, CA  
[Government Code section 54956.9(d)(2)]

The Board reconvened to Open Session at 1:30 p.m.

**K. ANNOUNCEMENT OUT OF CLOSED SESSION**

Agenda Item J.a – Direction was given to counsel.

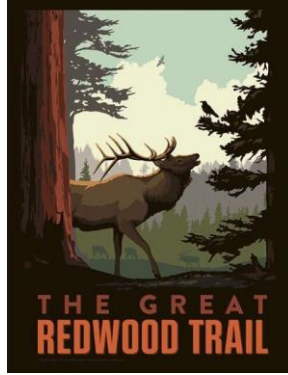
Agenda Item J.b – Direction was given to counsel and staff.

**L. ANNOUNCEMENT OF NEXT MEETING**

Board of Directors Meeting  
Thursday, March 28, 2024, 10:30 a.m.  
Eureka City Council Chambers  
531 K Street, 2nd Floor, Eureka  
Humboldt County

**M. ADJOURNMENT**

Chair Hart adjourned the meeting at 1:31 p.m.



## **GREAT REDWOOD TRAIL AGENCY Board of Directors Special Meeting**

### **MINUTES**

**Tuesday, February 13, 2024, 10:30 am  
Healdsburg City Council Chambers  
401 Grove Street, Healdsburg  
Sonoma County**

#### **A. CALL TO ORDER**

Chair Hart called the meeting to order at 11:02 a.m.

#### **B. ROLL CALL**

**Directors Present:** Hagele, Bagby, Mulheren, Campbell, and Chair Hart.

**Directors Absent:** Sackett, Madrone, Haschak, Hunerlach.

**Others Present:** GRTA General Manager – Elaine Hogan, Legal Counsel – Elizabeth Coleman, GRT Project Manager – Louisa Morris, and Recording Secretary – Hiedy Torres.

#### **C. AGENDA APPROVAL**

Upon Motion by Director Hagele, seconded by Director Campbell, the agenda was unanimously approved as presented.

#### **D. PUBLIC COMMENT**

Chair Hart called for public comment.

Jospeh Chavez – Mr. Chavez submitted a public comment prior to the meeting. The public comment was distributed to the board and will be incorporated into the meeting minutes.

Alison Gardner – Ms. Gardner submitted a public comment prior to the meeting. The public comment was distributed to the board and will be incorporated into the meeting minutes.

## **E. CONDUCT OF BUSINESS**

1. Discussion and Possible Action to adopt Mitigated Negative Declaration findings under the California Environmental Quality Act for the Willits Rail with Trail Project, consisting of construction of a 1.6-mile trail between East Hill Road and East Commercial Street in the City of Willits, Mendocino County that will become part of the Great Redwood Trail
2. Discussion and Possible Action to delegate authority to the General Manager to enter into a license agreement with the City of Willits in a form approved by counsel for the Willits Rail with Trail Project, a 1.6-mile Great Redwood Trail segment between Mile Post 137.9 and 139.5 in the City of Willits (East Hill Road to East Commercial Street), Mendocino County

Chair Hart called for public comment. No public comments were made.

Agenda items E.1 and E.2 were discussed and acted on as one item by the Board.

Director Mulheren – Ms. Mulheren said she appreciates more documentation being provided on this item and would like to see more information being incorporated as we move forward with future sections of the trail being built.

Upon motion by Director Campbell, seconded by Director Mulheren, agenda items E.1 and E.2 were unanimously approved, and Resolution 2024-01 was adopted.

Motion Carried:

AYES: 5- Hagele, Bagby, Mulheren, Campbell, and Chair Hart.

NOES: 0

ABSENT: 4- Haschak, Madrone, Hunerlach, and Sackett.

ABSTAIN: 0

3. Discussion and Possible Action to delegate authority to the General Manager to enter into a contract in a form approved by counsel, not to exceed \$31,800 with NBC Universal Media, LLC for the purpose of Great Redwood Trail education and promotion

Chair Hart called for public comment. No public comments were made.

Director Hagele – Dir. Hagele asked if there will be an agency liaison for this item.

Chair Hart – Ms. Hart said she has worked with this agency in the past and this contract will be focused on the Eel River Canyon. She also said that she has had discussions with NBC in the past and will work with their agency to expand knowledge of the GRT.

Director Mulheren - Dir. Mulheren asked where in the budget this item will be covered.

Chair Hart – Ms. Hart said that Senator McGuire has included this item in the state budget and funds will be made available to GRTA by the state.

Upon Motion by Director Hagele, seconded by Director Bagby, agenda item E.3 was unanimously approved as presented.

Motion Carried:

AYES: 5- Hagele, Bagby, Mulheren, Campbell, and Chair Hart.

NOES: 0

ABSENT: 4- Haschak, Madrone, Hunerlach, and Sackett.

ABSTAIN: 0

Chair Hart called for Public Comment on Closed Session. No public comments were made.

The Board adjourned to Closed Session at: 11:20 a.m.

#### **F. CLOSED SESSION**

- a. Discussion with Legal Counsel Regarding Pending Litigation:  
Abandonment and Railbanking Filings, before Surface Transportation Board  
[Government Code section 54956.9(a)]

The board reconvened to Open Session at: 11:30 a.m.

#### **ANNOUNCEMENT OUT OF CLOSED SESSION**

Direction was given to counsel.

#### **G. ANNOUNCEMENT OF NEXT MEETING**

Regular Board of Directors Meeting  
Thursday, March 28, 2024, 10:30 a.m.  
Eureka City Council Chambers  
531 K Street, 2nd Floor, Eureka  
Humboldt County

Director Mulheren – Ms. Mulheren asked if remote attendance will be available for the next meeting.

Elaine Hogan – Ms. Hogan said staff have been working on getting a remote meeting attendance option in place for public attendance and this will be available for the next GRTA meeting.

#### **H. ADJOURNMENT**

Chair Hart adjourned the meeting at 11:32 a.m.

**From:** Joseph Chavez <2003joeyc@gmail.com>  
**Subject: Opposition to Rail to Trail**  
**Date:** February 9, 2024 at 8:42:08 AM PST  
**To:** carylo@me.com

Dear Mrs. Hart

My name is Joseph Chavez and I am resident of Martinez, California in the bay area. Recently, I have been reading on this and I am personally against it. There are several reasons why and also several reasons why the former Northwestern Pacific Railroad should be kept and returned to active rail service.

1. There is a massive amount of natural resources in this region that can be extracted for public use and for market. These items include lumber, different types of stone, general goods from towns along the line, and finally possibilities of some kinda of natural gas.

2. Eureka, CA and these towns will benefit from the railroad running for a connection to the outside rail network for transportation and export. These means new industry can be established creating new jobs, providing for local economy, and also bring more people to these community for grown and development.

3. As a railroader myself, these things have happened and the region that is brought back into active service is transformed in many ways all of which have been extremely successful. All bringing new developments for the general public and also new jobs for businesses opening up all the railroad.

4. Besides just freight traffic having much potential, that's not the only thing that ride the rails. Historical passenger trains could also run here as well. Groups such as the Golden Gate Railroad Museum, Timber Heritage Association, and many more. These help share the history of the region, what the future is for railroading on NWP, and finally is a huge economic drive for some communities when it comes to people visiting.

There is still more reasons but this a good amount of them. I fully hope that the trail is reconsidered and have the rail line returned to service instead or having rails and trail to have both types of service. If you have any questions, just email me. Thank you for your time and consideration.

Sincerely,  
Joseph Chavez  
Martinez, CA 94553



## GRTA Website Form Entry

The Great Redwood Trail Agency <noreply@thegreatredwoodtrail.org>

Mon 2/12/2024 12:24 PM

To:GRTA Staff <info@thegreatredwoodtrail.org>;NageonDeLestang, Simone@SCC <simone.nageondelestang@scc.ca.gov>;  
taylor.samuelson@scc.ca.gov <taylor.samuelson@scc.ca.gov>;Morris, Louisa@SCC <louisa.morris@scc.ca.gov>

You have a new website form submission:

**First Name:** Alison

**Last Name:** Gardner

**Email Address:** [garaway58@gmail.com](mailto:garaway58@gmail.com)

**Phone Number:**

**Location:** Albion, CA

**Issue:** I am concerned about the Great Redwood Trail's impact on Native American tribes in the area. Please allow the input of Wailaki, Yuki, and other tribes from the area at all points in the planning of this trail.

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This message was sent from <https://thegreatredwoodtrail.org>.

Great Redwood Trail Agency  
Statement of Net Position  
January 31, 2024

4:26 PM  
03/08/2024  
Accrual Basis  
Jan 31, 24

ASSETS

Current Assets

Checking/Savings

10100 · Cash Pooled with Sonoma County	272,523.93
10101 · Cash Pooled with County - TCRP	2,804.92
10104 · Cash Pooled - Property Account	15,953.57
10105 · Cash Pooled with Co - CalSTA	1,725,603.98

Total Checking/Savings 2,016,886.40

Accounts Receivable

12100 · Account Receivables	229,252.46
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Total Accounts Receivable 229,252.46

Other Current Assets

12105 · Allowance for Bad Debts	-216,795.96
15200 · Prepaid Expenses	2,225.61
15300 · Deposits	2,144.00

Total Other Current Assets -212,426.35

Total Current Assets 2,033,712.51

Capital Assets

19101 · Land	2,066,625.93
19205 · Buildings and Improvements	8,465,611.52
19299 · Accumulated Depreciation	-8,897,904.09
19305 · Machinery and Equipment	3,696,863.64

Total Capital Assets 5,331,197.00

Other Assets

17000 · Deferred Outflow - Pension	60,941.97
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Total Other Assets 60,941.97

TOTAL ASSETS 7,425,851.48

LIABILITIES & NET POSITION

Liabilities

Current Liabilities

Accounts Payable

20100 · Trade Accounts Payable	214,331.55
20300 · RRIF Payables	68,391.32
21405 · Interest Payable - American Rai	32,629.20
21408 · Interest Payable - BBI	294,959.03

Total Accounts Payable 610,311.10

Credit Cards

20310 · Cal Card	1,483.71
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Total Credit Cards 1,483.71

Other Current Liabilities

21100 · Salaries and Benefits Payable	4,160.91
21400 · Interest Payable	181,344.46
23200 · Due to State (Due to other governments)	1,746,330.03
25000 · Deferred Inflow - Pension	2,681.06

Great Redwood Trail Agency  
Statement of Net Position  
January 31, 2024

4:26 PM  
03/08/2024  
Accrual Basis  
Jan 31, 24

25100 · Property Rent Paid Advance	230,370.71
27550 · Net Pension Obligation	268,094.83
Total Other Current Liabilities	<u>2,432,982.00</u>
Total Current Liabilities	<u>3,044,776.81</u>
Long Term Liabilities	
21610 · Judgments Payable	25,000.00
27250 · Notes Payable - Other	124,000.00
27850 · Long Term Liabilities	217,627.89
Total Long Term Liabilities	<u>366,627.89</u>
Total Liabilities	<u>3,411,404.70</u>
Net Position	
30500 · Undesignated Net Assets	10,572,702.89
30505 · Retained Earnings	-6,380,285.86
Net Income	-177,970.25
Total Net Position	<u>4,014,446.78</u>
TOTAL LIABILITIES & NET POSITION	<u><u>7,425,851.48</u></u>

No Assurance is Provided.

No Disclosures are Provided.

Great Redwood Trail Agency  
Statement of Revenues and Expenses  
For the One Month and Seven Months Ended January 31, 2024

4:23 PM  
03/08/2024  
Accrual Basis

	Jan 24	Jul '23 - Jan 24
<b>Income</b>		
42360 · State Grant Revenue	5,491.21	113,765.24
44002 · Interest on Pooled Cash	13,409.04	25,048.22
44101 · Rents Real Estate	12,109.30	85,459.27
44102 · Rents - Equipment	11,715.00	77,550.00
45301 · Application Fees	1,000.00	9,750.00
46040 · Misc. Revenues	0.00	6,511.91
<b>Total Income</b>	<b>43,724.55</b>	<b>318,084.64</b>
<b>Expense</b>		
50101 · Labor-Perm Positions	11,086.37	31,017.52
50102 · Holiday Pay	1,069.36	2,084.96
50103 · Sick Leave	685.53	2,158.15
50104 · Vacation Pay	152.34	1,117.16
50201 · CalPERS Retirement	1,002.57	2,803.07
50205 · FICA Retirement	187.29	523.30
50301 · Health Insurance	1,406.57	9,280.26
50311 · Unemployment-Permanent Position	2.98	8.33
50752 · County Retirement - Local Board	1,602.25	11,215.75
51021 · Telephone / Communication	210.57	2,249.09
51041 · Insurance Other	2,225.61	15,579.26
51071 · Maintenance - Bldg & Improve	300.00	127,466.40
51206 · Audit / Accounting Fees	0.00	43,583.50
51207 · Fiscal Accounting Fees	1,717.88	7,490.33
51211 · County Counsel - Legal Fees	4,260.00	39,363.34
51212 · Outside Counsel-Legal Services	0.00	9,880.62
51213 · Contract Service Fees	678.00	63,772.68
51244 · Permits and Fees	0.00	3,890.40
51249 · Professional Fees	5,000.00	5,000.00
51421 · Rent - Facilities	1,150.00	8,050.00
51602 · Travel	0.00	149.34
51605 · Private Car Expenses	0.00	337.98
51801 · Property Management	1,000.00	7,000.00
51934 · ERP System Charges - Sonoma Cou	0.00	156.15
51935 · Unclaimable ERP System Charges	0.00	2.60
52111 · Office Expenses	818.73	4,257.15
52114 · Postage and Delivery	1.87	61.79
52143 · Software Expense	67.97	1,141.89
52191 · Utilities Expense	579.56	2,397.85
53402 · Depreciation Expense	13,430.86	94,016.02
<b>Total Expense</b>	<b>48,636.31</b>	<b>496,054.89</b>
<b>Net Income</b>	<b>-4,911.76</b>	<b>-177,970.25</b>

No Assurance is Provided.

No Disclosures are Provided.

Great Redwood Trail Agency  
Statement of Revenues and Expenses - Actual and Budget  
For the Seventh Months Ended January 31, 2024

4:32 PM  
03/08/2024  
Accrual Basis

	Jul '23 - Jan 24	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
42360 · State Grant Revenue	113,765.24	750,000.00	-636,234.76	15.17%
44002 · Interest on Pooled Cash	25,048.22	0.00	25,048.22	100.0%
44101 · Rents Real Estate	85,459.27	135,000.00	-49,540.73	63.3%
44102 · Rents - Equipment	77,550.00	142,000.00	-64,450.00	54.61%
45301 · Application Fees	9,750.00	28,000.00	-18,250.00	34.82%
46040 · Misc. Revenues	6,511.91	300.00	6,211.91	2,170.64%
<b>Total Income</b>	<b>318,084.64</b>	<b>1,055,300.00</b>	<b>-737,215.36</b>	<b>30.14%</b>
<b>Expense</b>				
50101 · Labor-Perm Positions	31,017.52	110,000.00	-78,982.48	28.2%
50102 · Holiday Pay	2,084.96	0.00	2,084.96	100.0%
50103 · Sick Leave	2,158.15	0.00	2,158.15	100.0%
50104 · Vacation Pay	1,117.16	2,500.00	-1,382.84	44.69%
50201 · CalPERS Retirement	2,803.07	8,000.00	-5,196.93	35.04%
50205 · FICA Retirement	523.30	15,000.00	-14,476.70	3.49%
50301 · Health Insurance	9,280.26	18,000.00	-8,719.74	51.56%
50311 · Unemployment-Permanent Position	8.33	0.00	8.33	100.0%
50401 · Workers' Compensation Expense	0.00	2,200.00	-2,200.00	0.0%
50752 · County Retirement - Local Board	11,215.75	30,000.00	-18,784.25	37.39%
51021 · Telephone / Communication	2,249.09	10,000.00	-7,750.91	22.49%
51041 · Insurance Other	15,579.26	35,000.00	-19,420.74	44.51%
51071 · Maintenance - Bldg & Improve	127,466.40	151,000.00	-23,533.60	84.42%
51072 · Weed Abatement	0.00	30,000.00	-30,000.00	0.0%
51206 · Audit / Accounting Fees	43,583.50	75,000.00	-31,416.50	58.11%
51207 · Fiscal Accounting Fees	7,490.33	35,000.00	-27,509.67	21.4%
51211 · County Counsel - Legal Fees	39,363.34	175,000.00	-135,636.66	22.49%
51212 · Outside Counsel-Legal Services	9,880.62	200,000.00	-190,119.38	4.94%
51213 · Contract Service Fees	63,772.68	80,000.00	-16,227.32	79.72%
51244 · Permits and Fees	3,890.40	2,000.00	1,890.40	194.52%
51249 · Professional Fees	5,000.00	12,500.00	-7,500.00	40.0%
51251 · Data Processing Fees	0.00	250.00	-250.00	0.0%
51421 · Rent - Facilities	8,050.00	14,400.00	-6,350.00	55.9%
51602 · Travel	149.34	2,000.00	-1,850.66	7.47%
51605 · Private Car Expenses	337.98	0.00	337.98	100.0%
51801 · Property Management	7,000.00	17,500.00	-10,500.00	40.0%
51911 · Mail Services-Sonoma County	0.00	100.00	-100.00	0.0%
51934 · ERP System Charges - Sonoma Cou	156.15	300.00	-143.85	52.05%
51935 · Undaimable ERP System Charges	2.60	0.00	2.60	100.0%
52091 · Membership Expense	0.00	2,000.00	-2,000.00	0.0%
52111 · Office Expenses	4,257.15	5,000.00	-742.85	85.14%
52114 · Postage and Delivery	61.79	350.00	-288.21	17.65%
52143 · Software Expense	1,141.89	2,000.00	-858.11	57.1%
52191 · Utilities Expense	2,397.85	4,000.00	-1,602.15	59.95%
53402 · Depreciation Expense	94,016.02	0.00	94,016.02	100.0%
<b>Total Expense</b>	<b>496,054.89</b>	<b>1,039,100.00</b>	<b>-543,045.11</b>	<b>47.74%</b>
<b>Net Income</b>	<b>-177,970.25</b>	<b>16,200.00</b>	<b>-194,170.25</b>	<b>-1,098.58%</b>

No Assurance is Provided.  
No Disclosures are Provided.

Great Redwood Trail Agency  
 A/R Aging Summary  
 As of January 31, 2024

4:34 PM  
 03/08/2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
1 Boston Transit Group monthly	0.00	0.00	0.00	0.00	0.00	0.00
1 Ocino, Inc. CPI JAN annually	0.00	0.00	0.00	0.00	97,061.40	97,061.40
1 Sparetime Supply, Inc 139.16	0.00	579.63	0.00	0.00	0.00	579.63
12 H & W Vineyards 120.69	0.00	0.00	0.00	0.00	2,425.00	2,425.00
2 Hotel Hopland 99.97 & 100.03	0.00	0.00	0.00	0.00	48,835.94	48,835.94
4 Carr/Parnum/Granite 117.79	0.00	0.00	0.00	0.00	324.00	324.00
5 Dan Crofoot 103.72	0.00	0.00	0.00	0.00	2,423.94	2,423.94
6 PGE CTS 101.11-111.70-111.68 app	0.00	0.00	0.00	0.00	8,197.84	8,197.84
7 Big Daddy Garden Supply 114.31	0.00	0.00	0.00	0.00	1,512.17	1,512.17
7 Comcast 115.20	0.00	0.00	0.00	0.00	2,459.73	2,459.73
7 Mendocino Forest Products, LLC 115.28	0.00	0.00	0.00	0.00	479.00	479.00
8 Beckstoffer Vineyards 100.5-110.8-111.0	0.00	0.00	0.00	0.00	808.77	808.77
9 Burgess Lumber 119.48	0.00	0.00	0.00	0.00	91.17	91.17
9 Humboldt Redwood Co. MP 237.25	0.00	1,229.88	0.00	0.00	2,286.79	3,516.67
9 Mendocino Forest Product 116.59	0.00	0.00	0.00	0.00	4,088.99	4,088.99
Caltrans - Trasnprt Rev Account	0.00	0.00	0.00	0.00	-1,180.00	-1,180.00
Casey Eliason	0.00	0.00	0.00	0.00	830.00	830.00
Childress 180.0	0.00	0.00	0.00	0.00	0.04	0.04
Cristobal Lopez - PI takeover 7/2017	0.00	0.00	0.00	0.00	500.00	500.00
D/C 2019 1 Lightels Recycling	0.00	0.00	0.00	0.00	324.00	324.00
D/C to Gallo Treasury Wine 4 Foster Wines	0.00	0.00	0.00	0.00	261.76	261.76
DC 2011 8 Carousel Carpets	0.00	0.00	0.00	0.00	324.00	324.00
Department of Transportation	0.00	0.00	0.00	0.00	502.48	502.48
HNTB	0.00	0.00	0.00	0.00	2,851.44	2,851.44
Inyo Networks app fees	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Kurt Ashurst Shadowbrook Farms	0.00	0.00	0.00	0.00	331.02	331.02
Lampson Tractor	0.00	0.00	0.00	0.00	648.00	648.00
Max Schlienger-02	0.00	0.00	0.00	0.00	1,200.00	1,200.00
Mercer Fraiser	0.00	0.00	0.00	0.00	300.00	300.00
Nor Cal Wood Products	0.00	0.00	0.00	0.00	3,935.00	3,935.00
Pastori 77.77 PI 11 D/C 10-2018	0.00	0.00	0.00	0.00	265.23	265.23
Ron Sheets	0.00	0.00	0.00	0.00	1,153.72	1,153.72
Saracina Vineyard-08	0.00	0.00	0.00	0.00	1,752.46	1,752.46
Simpson Lumber	0.00	0.00	0.00	0.00	229.96	229.96
Skip Gibbs -05	0.00	0.00	0.00	0.00	11,876.82	11,876.82
SMART 3 Hidden Springs Vineyards	0.00	0.00	0.00	0.00	648.00	648.00
SMART Asti Winery/E&J Gallo PI 11	0.00	0.00	0.00	0.00	1,774.59	1,774.59
SMART Black Horse /Mascherini PI 7	0.00	0.00	0.00	0.00	546.36	546.36
SMART City of Healdsburg	0.00	0.00	0.00	0.00	653.47	653.47
SMART Comstock Healdsburg, LLC	0.00	0.00	0.00	0.00	608.19	608.19
SMART Constellation Brands MP 73.70	0.00	0.00	0.00	0.00	1,639.20	1,639.20
SMART Constellation Wines-Simi 70.51	0.00	0.00	0.00	0.00	3,392.73	3,392.73
SMART D/C 2018 Kuimelis Vineyards PI 5	0.00	0.00	0.00	0.00	515.00	515.00
SMART Deborah Bailey	0.00	0.00	0.00	0.00	0.01	0.01
SMART Farms PI 11 Global Ag Properties	0.00	0.00	0.00	0.00	1,639.08	1,639.08

Great Redwood Trail Agency  
 A/R Aging Summary  
 As of January 31, 2024

4:34 PM  
 03/08/2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
SMART Foley Family Wines 79.60 PI 12	0.00	0.00	0.00	0.00	530.45	530.45
SMART Foley Family Wines 79.72 PI 12	0.00	0.00	0.00	0.00	848.72	848.72
SMART Furlong/Lampson PI 11	0.00	0.00	0.00	0.00	15.45	15.45
SMART Gallo MP 72.97 81.12 81.2 81.3	0.00	0.00	0.00	0.00	6,630.19	6,630.19
SMART Jeff Welch PI 11	0.00	0.00	0.00	0.00	214.55	214.55
SMART K Barr Daughters PI 10	0.00	0.00	0.00	0.00	562.75	562.75
SMART MacDonald Family PI 7	0.00	0.00	0.00	0.00	742.22	742.22
SMART Pastori 77.88 PI 11	0.00	0.00	0.00	0.00	546.36	546.36
SMART Trione Winery	0.00	0.00	0.00	0.00	3,696.00	3,696.00
SMART Geyser Peak Constelation/Ascentia	0.00	0.00	0.00	0.00	1,944.00	1,944.00
Sonoma Silverado Properties	0.00	0.00	0.00	0.00	324.00	324.00
T-Mobile 09	0.00	0.00	0.00	0.00	-129.04	-129.04
<b>TOTAL</b>	<b>0.00</b>	<b>1,809.51</b>	<b>0.00</b>	<b>0.00</b>	<b>227,442.95</b>	<b>229,252.46</b>

No Assurance is Provided.

No Disclosures are Provided.

Great Redwood Trail Agency  
A/P Aging Summary  
As of January 31, 2024

4:36 PM  
03/08/2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
AT & T-SBC	0.00	0.00	0.00	0.00	1,881.67	1,881.67
Action Rents	0.00	0.00	0.00	0.00	-20.00	-20.00
AFS/IBX Financial Services	0.00	0.00	0.00	0.00	-2,580.94	-2,580.94
American Rail Engineers (ARC)	0.00	0.00	0.00	0.00	8,824.39	8,824.39
Arcata Fire Protection District	0.00	0.00	0.00	0.00	6,084.00	6,084.00
Aycock & Edgmon, CPA 655003	0.00	967.00	3,248.00	617.00	0.00	4,832.00
Balfour Beatty Rail Inc.	0.00	0.00	0.00	0.00	6,636.95	6,636.95
Blue Lake Fire Protection District	0.00	0.00	0.00	0.00	549.00	549.00
California State Lands Commission	0.00	0.00	0.00	0.00	2,453.88	2,453.88
CalPers	0.00	0.00	0.00	0.00	1,463.22	1,463.22
City of Arcata - Utility 655011	0.00	0.00	0.00	0.00	1,972.36	1,972.36
City of Cloverdale - utility 655012	0.00	0.00	0.00	0.00	2,152.77	2,152.77
City of Eureka - Utility	0.00	0.00	0.00	0.00	78.46	78.46
City of Healdsburg - Utility 655015	0.00	0.00	0.00	0.00	736.97	736.97
City of Ukiah - Utility 655017	47.32	0.00	0.00	0.00	-631.80	-584.48
City of Willits - Utility	0.00	0.00	0.00	0.00	1,174.00	1,174.00
Cyndee Loagan - 655046	0.00	0.00	0.00	0.00	4,578.12	4,578.12
D&A Enterprises LLC	678.00	0.00	750.00	0.00	0.00	1,428.00
Department of Fish and Game 655154	0.00	0.00	0.00	0.00	25,435.56	25,435.56
Dietrich Stroeh	0.00	0.00	0.00	0.00	5.17	5.17
Doug McCorkle	0.00	0.00	0.00	0.00	4.98	4.98
Estelle Fennell	0.00	0.00	0.00	0.00	-2.00	-2.00
FEC - Parallel Infrastructure	0.00	0.00	0.00	0.00	7,659.88	7,659.88
Fryman's Septic	0.00	0.00	0.00	0.00	143.12	143.12
GKG Law, P.C.	0.00	1,446.02	3,780.00	900.00	945.00	7,071.02
Hemphill Allan (s-655001)(r-655139)	0.00	0.00	0.00	0.00	548.70	548.70
Hiedy Torres	0.00	0.00	0.00	0.00	-1.57	-1.57
HNTB-655180	0.00	0.00	0.00	0.00	32,929.83	32,929.83
Humb Cnty Enviro Health -655121	0.00	0.00	0.00	0.00	639.61	639.61
Jery Peters	0.00	0.00	0.00	0.00	0.08	0.08
Lear Asset Management	1,000.00	1,416.04	1,000.00	1,000.00	0.00	4,416.04
Leland Kraemer increase April annually	0.00	-1,150.00	1,150.00	0.00	100.00	-1,050.00
Louisa Morris	0.00	0.00	0.00	0.00	0.27	0.27
Mary Jones Consulting	5,000.00	0.00	0.00	0.00	0.00	5,000.00
MBA OF California	0.00	0.00	0.00	0.00	1,874.92	1,874.92
Mitch Stogner	0.00	0.00	0.00	0.00	66.15	66.15
Net Nation/Conference Call.com	0.00	0.00	0.00	0.00	10.95	10.95
Norton	0.00	0.00	0.00	0.00	75.50	75.50
NRV Bridge Design	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Peterson Tractor Co	0.00	0.00	0.00	0.00	318.30	318.30
PGE - Petaluma	0.00	0.00	0.00	0.00	38.97	38.97
PGE 2595493883-0	0.00	0.00	0.00	0.00	1,708.07	1,708.07
PGE 8254281120-1	0.00	0.00	0.00	0.00	-722.63	-722.63
PGE 8292421004-8	48.84	0.00	0.00	0.00	-1,744.74	-1,695.90
PGE 9923390542-3	0.00	0.00	0.00	0.00	-1,411.74	-1,411.74



Great Redwood Trail Agency  
 A/P Aging Summary  
 As of January 31, 2024

4:36 PM  
 03/08/2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Pisenti & Brinker	0.00	14,383.00	21,255.00	0.00	4,000.27	39,638.27
Precision Roller	0.00	0.00	0.00	0.00	-73.06	-73.06
Rod Whitney 655206	0.00	0.00	0.00	0.00	9.09	9.09
Safeway	0.00	0.00	0.00	0.00	-204.06	-204.06
SDRMA	0.00	0.00	0.00	0.00	337.95	337.95
SHN engineering	0.00	0.00	4,055.50	0.00	0.00	4,055.50
Silva Septic Service	0.00	0.00	0.00	0.00	969.10	969.10
SMART	0.00	0.00	0.00	0.00	720.70	720.70
Sonoma County Treasurers Office/Taxes/Fee	0.00	0.00	0.00	0.00	3,806.00	3,806.00
Sonoma County Auditors Office	0.00	0.00	0.00	0.00	5,594.00	5,594.00
Sonoma County Counsel	4,260.00	8,237.02	13,589.32	0.00	11.50	26,097.84
State Farm	0.00	0.00	0.00	0.00	1,350.37	1,350.37
State of Ca Dept of Forestry	0.00	0.00	0.00	0.00	464.60	464.60
State Water Resources Control Board	0.00	0.00	0.00	0.00	276.00	276.00
Toshiba Business Solutions 655196	0.00	0.00	0.00	0.00	367.48	367.48
Ukiah Daily Journal	0.00	0.00	0.00	0.00	361.92	361.92
Ukiah Valley Conference Center	0.00	0.00	0.00	0.00	20.00	20.00
US Bank	0.00	0.00	0.00	0.00	-401.17	-401.17
Walmart	0.00	0.00	0.00	0.00	67.37	67.37
<b>TOTAL</b>	<b>11,034.16</b>	<b>25,299.08</b>	<b>48,827.82</b>	<b>2,517.00</b>	<b>126,653.49</b>	<b>214,331.55</b>

No Assurance is Provided.

No Disclosures are Provided.

Great Redwood Trail Agency  
Statement of Net Position  
February 29, 2024

9:21 AM  
03/09/2024  
Accrual Basis  
Feb 29, 24

ASSETS

Current Assets

Checking/Savings

10100 · Cash Pooled with Sonoma County	260,071.55
10101 · Cash Pooled with County - TCRP	2,804.92
10104 · Cash Pooled - Property Account	15,953.57
10105 · Cash Pooled with Co - CalSTA	1,550,449.29

Total Checking/Savings 1,829,279.33

Accounts Receivable

12100 · Account Receivables	266,858.92
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Total Accounts Receivable 266,858.92

Other Current Assets

12105 · Allowance for Bad Debts	-216,795.96
15200 · Prepaid Expenses	27,856.16
15300 · Deposits	2,144.00

Total Other Current Assets -186,795.80

Total Current Assets 1,909,342.45

Capital Assets

19101 · Land	2,066,625.93
19205 · Buildings and Improvements	8,465,611.52
19299 · Accumulated Depreciation	-8,911,334.95
19305 · Machinery and Equipment	3,696,863.64

Total Capital Assets 5,317,766.14

Other Assets

17000 · Deferred Outflow - Pension	60,941.97
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Total Other Assets 60,941.97

TOTAL ASSETS 7,288,050.56

LIABILITIES & NET POSITION

Liabilities

Current Liabilities

Accounts Payable

20100 · Trade Accounts Payable	159,501.85
20300 · RRIF Payables	4,381.64
21405 · Interest Payable - American Rai	32,629.20
21408 · Interest Payable - BBI	294,959.03

Total Accounts Payable 491,471.72

Credit Cards

20310 · Cal Card	3,836.67
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Total Credit Cards 3,836.67

Other Current Liabilities

21100 · Salaries and Benefits Payable	4,160.91
21400 · Interest Payable	181,344.46
23200 · Due to State (Due to other governments)	1,571,175.34
25000 · Deferred Inflow - Pension	2,681.06

Great Redwood Trail Agency  
Statement of Net Position  
February 29, 2024

9:21 AM  
03/09/2024  
Accrual Basis  
Feb 29, 24

25100 · Property Rent Paid Advance	246,642.05
27550 · Net Pension Obligation	268,094.83
Total Other Current Liabilities	<u>2,274,098.65</u>
Total Current Liabilities	<u>2,769,407.04</u>
Long Term Liabilities	
21610 · Judgments Payable	25,000.00
27250 · Notes Payable - Other	124,000.00
27850 · Long Term Liabilities	217,627.89
Total Long Term Liabilities	<u>366,627.89</u>
Total Liabilities	<u>3,136,034.93</u>
Net Position	
30500 · Undesignated Net Assets	10,572,702.89
30505 · Retained Earnings	-6,380,285.86
Net Income	-40,401.40
Total Net Position	<u>4,152,015.63</u>
TOTAL LIABILITIES & ENET POSITION	<u><u>7,288,050.56</u></u>

No Assurance is Provided.

No Disclosures are Provided.

Great Redwood Trail Agency  
Statement of Revenues and Expenses  
For the One Month and Eight Months Ended February 29, 2024

9:23 AM  
03/09/2024  
Accrual Basis

	Feb 24	Jul '23 - Feb 24
<b>Income</b>		
42360 · State Grant Revenue	175,154.69	288,919.93
44002 · Interest on Pooled Cash	0.00	25,048.22
44101 · Rents Real Estate	16,712.68	102,171.95
44102 · Rents - Equipment	11,715.00	89,265.00
45301 · Application Fees	0.00	9,750.00
46040 · Misc. Revenues	0.00	6,511.91
<b>Total Income</b>	<b>203,582.37</b>	<b>521,667.01</b>
<b>Expense</b>		
50101 · Labor-Perm Positions	11,494.81	42,512.33
50102 · Holiday Pay	663.12	2,748.08
50103 · Sick Leave	1,053.69	3,211.84
50104 · Vacation Pay	50.78	1,167.94
50201 · CalPERS Retirement	3.72	2,806.79
50205 · FICA Retirement	191.19	714.49
50301 · Health Insurance	3,284.62	12,564.88
50311 · Unemployment-Permanent Position	3.03	11.36
50752 · County Retirement - Local Board	1,602.25	12,818.00
51021 · Telephone / Communication	442.21	2,691.30
51041 · Insurance Other	2,225.61	17,804.87
51071 · Maintenance - Bldg & Improve	617.50	128,083.90
51206 · Audit / Accounting Fees	0.00	43,583.50
51207 · Fiscal Accounting Fees	2,799.98	10,290.31
51211 · County Counsel - Legal Fees	15,478.00	54,841.34
51212 · Outside Counsel-Legal Services	6,942.92	16,823.54
51213 · Contract Service Fees	0.00	63,772.68
51244 · Permits and Fees	0.00	3,890.40
51249 · Professional Fees	0.00	5,000.00
51421 · Rent - Facilities	2,225.00	10,275.00
51601 · Training - In Service Fees	14.99	14.99
51602 · Travel	0.00	149.34
51605 · Private Car Expenses	81.74	419.72
51801 · Property Management	1,000.00	8,000.00
51934 · ERP System Charges - Sonoma Cou	0.00	156.15
51935 · Unclaimable ERP System Charges	0.00	2.60
52091 · Membership Expense	1,715.00	1,715.00
52111 · Office Expenses	132.78	4,389.93
52114 · Postage and Delivery	0.00	61.79
52143 · Software Expense	47.98	1,189.87
52191 · Utilities Expense	511.74	2,909.59
53402 · Depreciation Expense	13,430.86	107,446.88
<b>Total Expense</b>	<b>66,013.52</b>	<b>562,068.41</b>
<b>Net Income</b>	<b>137,568.85</b>	<b>-40,401.40</b>

No Assurance is Provided.

No Disclosures are Provided.

Great Redwood Trail Agency  
Statement of Revenues and Expenses - Actual and Budget  
For the Eight Months Ended February 29, 2024

9:24 AM  
03/09/2024  
Accrual Basis

	Jul '23 - Feb 24	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
42360 · State Grant Revenue	288,919.93	750,000.00	-461,080.07	38.52%
44002 · Interest on Pooled Cash	25,048.22	0.00	25,048.22	100.0%
44101 · Rents Real Estate	102,171.95	135,000.00	-32,828.05	75.68%
44102 · Rents - Equipment	89,265.00	142,000.00	-52,735.00	62.86%
45301 · Application Fees	9,750.00	28,000.00	-18,250.00	34.82%
46040 · Misc. Revenues	6,511.91	300.00	6,211.91	2,170.64%
<b>Total Income</b>	<b>521,667.01</b>	<b>1,055,300.00</b>	<b>-533,632.99</b>	<b>49.43%</b>
<b>Expense</b>				
50101 · Labor-Perm Positions	42,512.33	110,000.00	-67,487.67	38.65%
50102 · Holiday Pay	2,748.08	0.00	2,748.08	100.0%
50103 · Sick Leave	3,211.84	0.00	3,211.84	100.0%
50104 · Vacation Pay	1,167.94	2,500.00	-1,332.06	46.72%
50201 · CalPERS Retirement	2,806.79	8,000.00	-5,193.21	35.09%
50205 · FICA Retirement	714.49	15,000.00	-14,285.51	4.76%
50301 · Health Insurance	12,564.88	18,000.00	-5,435.12	69.81%
50311 · Unemployment-Permanent Position	11.36	0.00	11.36	100.0%
50401 · Workers' Compensation Expense	0.00	2,200.00	-2,200.00	0.0%
50752 · County Retirement - Local Board	12,818.00	30,000.00	-17,182.00	42.73%
51021 · Telephone / Communication	2,691.30	10,000.00	-7,308.70	26.91%
51041 · Insurance Other	17,804.87	35,000.00	-17,195.13	50.87%
51071 · Maintenance - Bldg & Improve	128,083.90	151,000.00	-22,916.10	84.82%
51072 · Weed Abatement	0.00	30,000.00	-30,000.00	0.0%
51206 · Audit / Accounting Fees	43,583.50	75,000.00	-31,416.50	58.11%
51207 · Fiscal Accounting Fees	10,290.31	35,000.00	-24,709.69	29.4%
51211 · County Counsel - Legal Fees	54,841.34	175,000.00	-120,158.66	31.34%
51212 · Outside Counsel-Legal Services	16,823.54	200,000.00	-183,176.46	8.41%
51213 · Contract Service Fees	63,772.68	80,000.00	-16,227.32	79.72%
51244 · Permits and Fees	3,890.40	2,000.00	1,890.40	194.52%
51249 · Professional Fees	5,000.00	12,500.00	-7,500.00	40.0%
51251 · Data Processing Fees	0.00	250.00	-250.00	0.0%
51421 · Rent - Facilities	10,275.00	14,400.00	-4,125.00	71.35%
51601 · Training - In Service Fees	14.99	0.00	14.99	100.0%
51602 · Travel	149.34	2,000.00	-1,850.66	7.47%
51605 · Private Car Expenses	419.72	0.00	419.72	100.0%
51801 · Property Management	8,000.00	17,500.00	-9,500.00	45.71%
51911 · Mail Services-Sonoma County	0.00	100.00	-100.00	0.0%
51934 · ERP System Charges - Sonoma Cou	156.15	300.00	-143.85	52.05%
51935 · Unclaimable ERP System Charges	2.60	0.00	2.60	100.0%
52091 · Membership Expense	1,715.00	2,000.00	-285.00	85.75%
52111 · Office Expenses	4,389.93	5,000.00	-610.07	87.8%
52114 · Postage and Delivery	61.79	350.00	-288.21	17.65%
52143 · Software Expense	1,189.87	2,000.00	-810.13	59.49%
52191 · Utilities Expense	2,909.59	4,000.00	-1,090.41	72.74%
53402 · Depreciation Expense	107,446.88	0.00	107,446.88	100.0%
<b>Total Expense</b>	<b>562,068.41</b>	<b>1,039,100.00</b>	<b>-477,031.59</b>	<b>54.09%</b>
<b>Net Income</b>	<b>-40,401.40</b>	<b>16,200.00</b>	<b>-56,601.40</b>	<b>-249.39%</b>

No Assurance is Provided.

No Disclosures are Provided.

Great Redwood Trail Agency  
 A/R Aging Summary  
 As of February 29, 2024

9:26 AM  
 03/09/2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
1 Boston Transit Group monthly	0.00	11,715.00	0.00	0.00	0.00	11,715.00
1 Daniel Steel monthly 114.0	0.00	3,600.00	0.00	0.00	0.00	3,600.00
1 Mendocino Redwood Co 116.17	0.00	6,149.38	0.00	0.00	0.00	6,149.38
1 North Fork 139.87 CPI Oct	0.00	1,791.08	0.00	0.00	0.00	1,791.08
1 Ocino, Inc. CPI JAN annually	0.00	0.00	0.00	0.00	97,061.40	97,061.40
12 H & W Vineyards 120.69	0.00	0.00	0.00	0.00	2,425.00	2,425.00
2 Hotel Hopland 99.97 & 100.03	0.00	13,208.71	0.00	0.00	48,835.94	62,044.65
2 Vero Networks -Fiber Optics Blue Lake	0.00	8,234.85	0.00	0.00	0.00	8,234.85
4 Carr/Parnum/Granite 117.79	0.00	0.00	0.00	0.00	324.00	324.00
5 Dan Crofoot 103.72	0.00	0.00	0.00	0.00	2,423.94	2,423.94
6 PGE CTS 101.11-111.70-111.68 app	0.00	0.00	0.00	0.00	8,197.84	8,197.84
7 Big Daddy Garden Supply 114.31	0.00	0.00	0.00	0.00	1,512.17	1,512.17
7 Comcast 115.20	0.00	0.00	0.00	0.00	2,459.73	2,459.73
7 Mendocino Forest Products, LLC 115.28	0.00	0.00	0.00	0.00	479.00	479.00
8 Beckstoffer Vineyards 100.5-110.8-111.0	0.00	0.00	0.00	0.00	808.77	808.77
9 Burgess Lumber 119.48	0.00	0.00	0.00	0.00	91.17	91.17
9 Humboldt Redwood Co. MP 237.25	0.00	0.00	0.00	0.00	1,092.73	1,092.73
Caltrans - Trasnprt Rev Account	0.00	0.00	0.00	0.00	-1,180.00	-1,180.00
Casey Eliason	0.00	0.00	0.00	0.00	830.00	830.00
Childress 180.0	0.00	0.00	0.00	0.00	0.04	0.04
Cristobal Lopez - PI takeover 7/2017	0.00	0.00	0.00	0.00	500.00	500.00
D/C 2019 1 Lightels Recycling	0.00	0.00	0.00	0.00	324.00	324.00
D/C to Gallo Treasury Wine 4 Foster Wines	0.00	0.00	0.00	0.00	261.76	261.76
DC 2011 8 Carousel Carpets	0.00	0.00	0.00	0.00	324.00	324.00
Department of Transportation	0.00	0.00	0.00	0.00	502.48	502.48
HNTB	0.00	0.00	0.00	0.00	2,851.44	2,851.44
Inyo Networks app fees	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Kurt Ashurst Shadowbrook Farms	0.00	0.00	0.00	0.00	331.02	331.02
Lampson Tractor	0.00	0.00	0.00	0.00	648.00	648.00
Max Schlienger-02	0.00	0.00	0.00	0.00	1,200.00	1,200.00
Mercer Fraiser	0.00	0.00	0.00	0.00	300.00	300.00
Nor Cal Wood Products	0.00	0.00	0.00	0.00	3,935.00	3,935.00
Pastori 77.77 PI 11 D/C 10-2018	0.00	0.00	0.00	0.00	265.23	265.23
Ron Sheets	0.00	0.00	0.00	0.00	1,153.72	1,153.72
Saracina Vineyard-08	0.00	0.00	0.00	0.00	1,752.46	1,752.46
Simpson Lumber	0.00	0.00	0.00	0.00	229.96	229.96
Skip Gibbs -05	0.00	0.00	0.00	0.00	11,876.82	11,876.82
SMART 3 Hidden Springs Vineyards	0.00	0.00	0.00	0.00	648.00	648.00
SMART Asti Winery/E&J Gallo PI 11	0.00	0.00	0.00	0.00	1,774.59	1,774.59
SMART Black Horse /Mascherini PI 7	0.00	0.00	0.00	0.00	546.36	546.36
SMART City of Healdsburg	0.00	0.00	0.00	0.00	653.47	653.47
SMART Comstock Healdsburg, LLC	0.00	0.00	0.00	0.00	608.19	608.19
SMART Constellation Brands MP 73.70	0.00	0.00	0.00	0.00	1,639.20	1,639.20
SMART Constellation Wines-Simi 70.51	0.00	0.00	0.00	0.00	3,392.73	3,392.73
SMART D/C 2018 Kuimelis Vineyards PI 5	0.00	0.00	0.00	0.00	515.00	515.00

Great Redwood Trail Agency  
 A/R Aging Summary  
 As of February 29, 2024

9:26 AM  
 03/09/2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
SMART Deborah Bailey	0.00	0.00	0.00	0.00	0.01	0.01
SMART Farms PI 11 Global Ag Properties	0.00	0.00	0.00	0.00	1,639.08	1,639.08
SMART Foley Family Wines 79.60 PI 12	0.00	0.00	0.00	0.00	530.45	530.45
SMART Foley Family Wines 79.72 PI 12	0.00	0.00	0.00	0.00	848.72	848.72
SMART Furlong/Lampson PI 11	0.00	0.00	0.00	0.00	15.45	15.45
SMART Gallo MP 72.97 81.12 81.2 81.3	0.00	0.00	0.00	0.00	6,630.19	6,630.19
SMART Jeff Welch PI 11	0.00	0.00	0.00	0.00	214.55	214.55
SMART K Barr Daughters PI 10	0.00	0.00	0.00	0.00	562.75	562.75
SMART MacDonald Family PI 7	0.00	0.00	0.00	0.00	742.22	742.22
SMART Pastori 77.88 PI 11	0.00	0.00	0.00	0.00	546.36	546.36
SMART Trione Winery	0.00	0.00	0.00	0.00	3,696.00	3,696.00
SMART Geyser Peak Constelation/Ascentia	0.00	0.00	0.00	0.00	1,944.00	1,944.00
Sonoma Silverado Properties	0.00	0.00	0.00	0.00	324.00	324.00
T-Mobile 09	0.00	0.00	0.00	0.00	-129.04	-129.04
<b>TOTAL</b>	<b>0.00</b>	<b>44,699.02</b>	<b>0.00</b>	<b>0.00</b>	<b>222,159.90</b>	<b>266,858.92</b>

No Assurance is Provided.

No Disclosures are Provided.

Great Redwood Trail Agency  
 AP Aging Summary  
 As of February 29, 2024

9:27 AM  
 03/09/2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
AT & T-SBC	0.00	0.00	0.00	0.00	1,881.67	1,881.67
Action Rents	0.00	0.00	0.00	0.00	-20.00	-20.00
AFS/IBX Financial Services	0.00	0.00	0.00	0.00	-2,580.94	-2,580.94
American Rail Engineers (ARC)	0.00	0.00	0.00	0.00	8,824.39	8,824.39
Arcata Fire Protection District	0.00	0.00	0.00	0.00	6,084.00	6,084.00
Arrow Fencing	0.00	0.00	0.00	0.00	0.00	0.00
Balfour Beatty Rail Inc.	0.00	0.00	0.00	0.00	6,636.95	6,636.95
Blue Lake Fire Protection District	0.00	0.00	0.00	0.00	549.00	549.00
California State Lands Commission	0.00	0.00	0.00	0.00	2,453.88	2,453.88
CalPers	0.00	0.00	0.00	0.00	1,463.22	1,463.22
City of Arcata - Utility 655011	0.00	0.00	0.00	0.00	1,972.36	1,972.36
City of Cloverdale - utility 655012	0.00	0.00	0.00	0.00	2,152.77	2,152.77
City of Eureka - Utility	0.00	0.00	0.00	0.00	78.46	78.46
City of Healdsburg - Utility 655015	0.00	0.00	0.00	0.00	736.97	736.97
City of Ukiah - Utility 655017	49.67	0.00	0.00	0.00	-631.80	-582.13
City of Willits - Utility	0.00	0.00	0.00	0.00	1,174.00	1,174.00
Cyndee Loagan - 655046	0.00	0.00	0.00	0.00	4,578.12	4,578.12
Department of Fish and Game 655154	0.00	0.00	0.00	0.00	25,435.56	25,435.56
Dietrich Stroeh	0.00	0.00	0.00	0.00	5.17	5.17
Doug McCorkle	0.00	0.00	0.00	0.00	4.98	4.98
Estelle Fennell	0.00	0.00	0.00	0.00	-2.00	-2.00
FEC - Parallel Infrastructure	0.00	0.00	0.00	0.00	7,659.88	7,659.88
Fryman's Septic	0.00	0.00	0.00	0.00	143.12	143.12
Hemphill Allan (s-655001)(r-655139)	0.00	0.00	0.00	0.00	548.70	548.70
Hiedy Torres	81.74	0.00	0.00	0.00	-1.57	80.17
HNTB-655180	0.00	0.00	0.00	0.00	32,929.83	32,929.83
HUB International Insurance	27,856.16	0.00	0.00	0.00	0.00	27,856.16
Humb Cnty Enviro Health -655121	0.00	0.00	0.00	0.00	639.61	639.61
Jerry Peters	0.00	0.00	0.00	0.00	0.08	0.08
Latt Law Group	3,000.00	0.00	0.00	0.00	0.00	3,000.00
Lear Asset Management	1,617.50	0.00	0.00	0.00	0.00	1,617.50
Leland Kraemer increase April annually	0.00	0.00	1,150.00	0.00	100.00	1,250.00
Louisa Morris	0.00	0.00	0.00	0.00	0.27	0.27
MBA OF California	0.00	0.00	0.00	0.00	1,874.92	1,874.92
Mitch Stogner	0.00	0.00	0.00	0.00	66.15	66.15
Net Nation/Conference Call.com	0.00	0.00	0.00	0.00	10.95	10.95
Norton	0.00	0.00	0.00	0.00	75.50	75.50
NRV Bridge Design	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Peterson Tractor Co	0.00	0.00	0.00	0.00	318.30	318.30
PGE - Petaluma	0.00	0.00	0.00	0.00	38.97	38.97
PGE 2595493883-0	0.00	0.00	0.00	0.00	1,708.07	1,708.07
PGE 8254281120-1	0.00	0.00	0.00	0.00	-722.63	-722.63
PGE 8292421004-8	38.29	0.00	0.00	0.00	-1,744.74	-1,706.45
PGE 9923390542-3	0.00	0.00	0.00	0.00	-1,411.74	-1,411.74
Pisenti & Brinker	0.00	0.00	0.00	0.00	4,000.27	4,000.27



Great Redwood Trail Agency  
 A/P Aging Summary  
 As of February 29, 2024

9:27 AM  
 03/09/2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Precision Roller	0.00	0.00	0.00	0.00	-73.06	-73.06
Rod Whitney 655206	0.00	0.00	0.00	0.00	9.09	9.09
Safeway	0.00	0.00	0.00	0.00	-204.06	-204.06
SDRMA	0.00	0.00	0.00	0.00	337.95	337.95
Silva Septic Service	0.00	0.00	0.00	0.00	969.10	969.10
SMART	0.00	0.00	0.00	0.00	720.70	720.70
Somoma County Treasurers Office/Taxes/Fee	0.00	0.00	0.00	0.00	3,806.00	3,806.00
Sonoma County Auditors Office	0.00	0.00	0.00	0.00	5,594.00	5,594.00
Sonoma County Counsel	0.00	0.00	0.00	0.00	11.50	11.50
State Farm	0.00	0.00	0.00	0.00	1,350.37	1,350.37
State of Ca Dept of Forestry	0.00	0.00	0.00	0.00	464.60	464.60
State Water Resources Control Board	0.00	0.00	0.00	0.00	276.00	276.00
Toshiba Business Solutions 655196	0.00	0.00	0.00	0.00	367.48	367.48
Ukiah Daily Journal	0.00	0.00	0.00	0.00	361.92	361.92
Ukiah Valley Conference Center	0.00	0.00	0.00	0.00	20.00	20.00
US Bank	0.00	0.00	0.00	0.00	-401.17	-401.17
Walmart	0.00	0.00	0.00	0.00	67.37	67.37
<b>TOTAL</b>	<b>32,643.36</b>	<b>0.00</b>	<b>1,150.00</b>	<b>0.00</b>	<b>125,708.49</b>	<b>159,501.85</b>

No Assurance is Provided.

No Disclosures are Provided.

## Great Redwood Trail Agency Reconciliation Detail

**10100 - Cash Pooled with Sonoma County, Period Ending 01/31/2024**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						313,613.65
<b>Cleared Transactions</b>						
<b>Checks and Payments - 5 items</b>						
General Journal	01/02/2024	2024-63		X	-2,218.05	-2,218.05
General Journal	01/08/2024	2024-70		X	-1,717.88	-3,935.93
Bill Pmt -Check	01/10/2024	1871	Cupples Excavating	X	-105,380.00	-109,315.93
General Journal	01/16/2024	2024-64		X	-6,114.30	-115,430.23
General Journal	01/30/2024	2024-65		X	-7,260.66	-122,690.89
Total Checks and Payments					-122,690.89	-122,690.89
<b>Deposits and Credits - 16 items</b>						
Payment	09/07/2023	23757...	City of Arcata app fe...	X	1,000.00	1,000.00
Payment	11/01/2023	23757...	AT&T application fees	X	1,000.00	2,000.00
Payment	11/01/2023	23757...	1 North Fork 139.87 ...	X	1,738.91	3,738.91
Deposit	11/07/2023			X	1,956.49	5,695.40
Payment	11/07/2023	23757...	6 PGE CTS 101.11-...	X	3,000.00	8,695.40
Payment	11/07/2023	23753...	1 Boston Transit Gr...	X	11,715.00	20,410.40
Payment	12/14/2023	14713...	1 North Fork 139.87 ...	X	1,791.08	22,201.48
Payment	12/14/2023	25237...	10 City of Arcata- el...	X	4,000.00	26,201.48
Payment	12/14/2023	51549...	11 West America Ba...	X	10,805.00	37,006.48
Payment	12/14/2023	24679...	12&8 AT&T PI Willit...	X	11,404.54	48,411.02
Payment	12/14/2023	5227/...	1 Boston Transit Gr...	X	11,715.00	60,126.02
Payment	01/02/2024	23757...	1 North Fork 139.87 ...	X	1,791.08	61,917.10
Payment	01/10/2024	23757...	12 Mendocino Fores...	X	1,475.85	63,392.95
Payment	01/10/2024	23757...	1 North Fork 139.87 ...	X	1,791.08	65,184.03
Payment	01/10/2024	23757...	1 Boston Transit Gr...	X	11,715.00	76,899.03
Deposit	01/31/2024			X	2,628.14	79,527.17
Total Deposits and Credits					79,527.17	79,527.17
Total Cleared Transactions					-43,163.72	-43,163.72
Cleared Balance					-43,163.72	270,449.93
<b>Uncleared Transactions</b>						
<b>Deposits and Credits - 3 items</b>						
Payment	01/26/2024	23757...	1 Rose Developmen...		324.00	324.00
Payment	01/26/2024	05-32...	Caltrans - Trasprt ...		750.00	1,074.00
Payment	01/26/2024	23757...	Manila Comm Srvc...		1,000.00	2,074.00
Total Deposits and Credits					2,074.00	2,074.00
Total Uncleared Transactions					2,074.00	2,074.00
Register Balance as of 01/31/2024					-41,089.72	272,523.93
<b>New Transactions</b>						
<b>Checks and Payments - 3 items</b>						
General Journal	02/13/2024	2024-66			-6,730.74	-6,730.74
General Journal	02/20/2024	2024-68			-2,799.98	-9,530.72
General Journal	02/27/2024	2024-67			-10,014.22	-19,544.94
Total Checks and Payments					-19,544.94	-19,544.94
<b>Deposits and Credits - 5 items</b>						
Payment	02/26/2024	23971...	1 Sparetime Supply,...		579.63	579.63
Payment	02/26/2024	23917...	9 Humboldt Redwoo...		1,194.06	1,773.69
Payment	02/26/2024	23917...	9 Humboldt Redwoo...		1,229.88	3,003.57
Payment	02/26/2024	23917...	9 Mendocino Forest ...		4,088.99	7,092.56
Payment	03/07/2024	23917...	1 North Fork 139.87 ...		1,791.08	8,883.64
Total Deposits and Credits					8,883.64	8,883.64
Total New Transactions					-10,661.30	-10,661.30
<b>Ending Balance</b>					<b>-51,751.02</b>	<b>261,862.63</b>

12:23 PM

03/08/24

## Great Redwood Trail Agency Reconciliation Detail

10101 - Cash Pooled with County - TCRP, Period Ending 01/31/2024

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
<b>Beginning Balance</b>						2,783.25
<b>Cleared Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Deposit	10/31/2023			X	21.67	21.67
Total Deposits and Credits					21.67	21.67
Total Cleared Transactions					21.67	21.67
Cleared Balance					21.67	2,804.92
Register Balance as of 01/31/2024					21.67	2,804.92
<b>Ending Balance</b>					<b>21.67</b>	<b>2,804.92</b>

12:25 PM

03/08/24

# Great Redwood Trail Agency Reconciliation Detail

10104 - Cash Pooled - Property Account, Period Ending 01/31/2024

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Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						15,953.57
Cleared Balance						15,953.57
Register Balance as of 01/31/2024						15,953.57
<b>Ending Balance</b>						<b>15,953.57</b>

## Great Redwood Trail Agency Reconciliation Detail

10105 - Cash Pooled with Co - CalSTA, Period Ending 01/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						1,370,314.29
<b>Cleared Transactions</b>						
<b>Checks and Payments - 10 items</b>						
Bill Pmt -Check	12/13/2023	1868	PGE 8292421004-8	X	-11.34	-11.34
Bill Pmt -Check	01/24/2024	1878	PGE 2595493883-0	X	-408.40	-419.74
Check	01/24/2024	1873	US Bank	X	-319.87	-739.61
Bill Pmt -Check	01/24/2024	1872	City of Ukiah - Utility...	X	-41.40	-781.01
Bill Pmt -Check	01/25/2024	1880	CalPers	X	-1,602.25	-2,383.26
Bill Pmt -Check	01/25/2024	1877	Leland Kraemer incr...	X	-1,150.00	-3,533.26
Bill Pmt -Check	01/25/2024	1875	Arrow Fencing	X	-963.05	-4,496.31
Bill Pmt -Check	01/25/2024	1876	Hopland Public Utiliti...	X	-75.00	-4,571.31
Bill Pmt -Check	01/25/2024	1874	PGE 8292421004-8	X	-14.50	-4,585.81
Bill Pmt -Check	01/29/2024	1879	State Water Resour...	X	-905.40	-5,491.21
Total Checks and Payments					-5,491.21	-5,491.21
<b>Deposits and Credits - 3 items</b>						
Bill Pmt -Check	02/14/2023	1726	Lear Asset Manage...	X	0.00	0.00
Deposit	01/11/2024			X	10,780.90	10,780.90
General Journal	01/29/2024	2024-69		X	350,000.00	360,780.90
Total Deposits and Credits					360,780.90	360,780.90
Total Cleared Transactions					355,289.69	355,289.69
Cleared Balance					355,289.69	1,725,603.98
Register Balance as of 01/31/2024					355,289.69	1,725,603.98
<b>New Transactions</b>						
<b>Checks and Payments - 23 items</b>						
Bill Pmt -Check	02/05/2024	1881	City of Ukiah - Utility...		-47.32	-47.32
Bill Pmt -Check	02/05/2024	1882	PGE 8292421004-8		-24.42	-71.74
Bill Pmt -Check	02/06/2024	EFT 3...	Sonoma County Co...		-26,086.34	-26,158.08
Bill Pmt -Check	02/07/2024	1887	Pisenti & Brinker		-35,638.00	-61,796.08
Bill Pmt -Check	02/07/2024	1888	SHN engineering		-4,055.50	-65,851.58
Bill Pmt -Check	02/07/2024	1884	Aycock & Edgmon, ...		-3,865.00	-69,716.58
Bill Pmt -Check	02/07/2024	1886	Lear Asset Manage...		-3,416.04	-73,132.62
Bill Pmt -Check	02/08/2024	1885	D&A Enterprises LLC		-62,344.68	-135,477.30
Bill Pmt -Check	02/08/2024	1883	GKG Law, P.C.		-7,071.02	-142,548.32
Bill Pmt -Check	02/08/2024	1883	GKG Law, P.C.		-1,665.00	-144,213.32
Bill Pmt -Check	02/08/2024	1885	D&A Enterprises LLC		-1,428.00	-145,641.32
Bill Pmt -Check	02/20/2024	1895	Lear Asset Manage...		-1,000.00	-146,641.32
Bill Pmt -Check	02/20/2024	1893	Aycock & Edgmon, ...		-967.00	-147,608.32
Bill Pmt -Check	02/20/2024	1894	Hopland Public Utiliti...		-77.50	-147,685.82
Bill Pmt -Check	02/20/2024	1892	PGE 8292421004-8		-24.42	-147,710.24
Bill Pmt -Check	02/21/2024	1897	CalPers		-1,602.25	-149,312.49
Bill Pmt -Check	02/21/2024	1891	Leland Kraemer incr...		-1,075.00	-150,387.49
Bill Pmt -Check	02/21/2024	1896	PGE 2595493883-0		-346.28	-150,733.77
Check	02/22/2024	1890	US Bank		-1,287.92	-152,021.69
Bill Pmt -Check	02/23/2024	1898	GKG Law, P.C.		-2,655.00	-154,676.69
Bill Pmt -Check	02/26/2024	1889	Mary Jones Consulti...		-5,000.00	-159,676.69
Bill Pmt -Check	02/27/2024	EFT 3...	Sonoma County Co...		-15,478.00	-175,154.69
Check	03/19/2024	///	US Bank		-2,371.16	-177,525.85
Total Checks and Payments					-177,525.85	-177,525.85
Total New Transactions					-177,525.85	-177,525.85
<b>Ending Balance</b>					<b>177,763.84</b>	<b>1,548,078.13</b>

## Great Redwood Trail Agency Reconciliation Detail

10100 - Cash Pooled with Sonoma County, Period Ending 02/29/2024

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						270,449.93
<b>Cleared Transactions</b>						
<b>Checks and Payments - 3 items</b>						
General Journal	02/13/2024	2024-66		X	-6,730.74	-6,730.74
General Journal	02/20/2024	2024-68		X	-2,799.98	-9,530.72
General Journal	02/27/2024	2024-67		X	-10,014.22	-19,544.94
Total Checks and Payments					-19,544.94	-19,544.94
<b>Deposits and Credits - 3 items</b>						
Payment	01/26/2024	23757...	1 Rose Developmen...	X	324.00	324.00
Payment	01/26/2024	05-32...	Caltrans - Trasprt ...	X	750.00	1,074.00
Payment	01/26/2024	23757...	Manila Comm Svcs...	X	1,000.00	2,074.00
Total Deposits and Credits					2,074.00	2,074.00
Total Cleared Transactions					-17,470.94	-17,470.94
Cleared Balance					-17,470.94	252,978.99
<b>Uncleared Transactions</b>						
<b>Deposits and Credits - 4 items</b>						
Payment	02/26/2024	23971...	1 Sparetime Supply,...		579.63	579.63
Payment	02/26/2024	23917...	9 Humboldt Redwoo...		1,194.06	1,773.69
Payment	02/26/2024	23917...	9 Humboldt Redwoo...		1,229.88	3,003.57
Payment	02/26/2024	23917...	9 Mendocino Forest ...		4,088.99	7,092.56
Total Deposits and Credits					7,092.56	7,092.56
Total Uncleared Transactions					7,092.56	7,092.56
Register Balance as of 02/29/2024					-10,378.38	260,071.55
<b>New Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Payment	03/07/2024	23917...	1 North Fork 139.87 ...		1,791.08	1,791.08
Total Deposits and Credits					1,791.08	1,791.08
Total New Transactions					1,791.08	1,791.08
<b>Ending Balance</b>					<b>-8,587.30</b>	<b>261,862.63</b>

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03/08/24

### Great Redwood Trail Agency

## Reconciliation Detail

10101 - Cash Pooled with County - TCRP, Period Ending 02/29/2024

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Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						2,804.92
Cleared Balance						2,804.92
Register Balance as of 02/29/2024						2,804.92
<b>Ending Balance</b>						<b>2,804.92</b>

12:45 PM

03/08/24

## Great Redwood Trail Agency Reconciliation Detail

10104 - Cash Pooled - Property Account, Period Ending 02/29/2024

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
<b>Beginning Balance</b>						15,953.57
Cleared Balance						15,953.57
Register Balance as of 02/29/2024						15,953.57
<b>Ending Balance</b>						<b>15,953.57</b>



## Great Redwood Trail Agency Reconciliation Detail

10105 - Cash Pooled with Co - CalSTA, Period Ending 02/29/2024

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						1,725,603.98
<b>Cleared Transactions</b>						
<b>Checks and Payments - 22 items</b>						
Bill Pmt -Check	02/05/2024	1881	City of Ukiah - Utility...	X	-47.32	-47.32
Bill Pmt -Check	02/05/2024	1882	PGE 8292421004-8	X	-24.42	-71.74
Bill Pmt -Check	02/06/2024	EFT 3...	Sonoma County Co...	X	-26,086.34	-26,158.08
Bill Pmt -Check	02/07/2024	1887	Pisenti & Brinker	X	-35,638.00	-61,796.08
Bill Pmt -Check	02/07/2024	1888	SHN engineering	X	-4,055.50	-65,851.58
Bill Pmt -Check	02/07/2024	1884	Aycock & Edgmon, ...	X	-3,865.00	-69,716.58
Bill Pmt -Check	02/07/2024	1886	Lear Asset Manage...	X	-3,416.04	-73,132.62
Bill Pmt -Check	02/08/2024	1885	D&A Enterprises LLC	X	-62,344.68	-135,477.30
Bill Pmt -Check	02/08/2024	1883	GKG Law, P.C.	X	-7,071.02	-142,548.32
Bill Pmt -Check	02/08/2024	1883	GKG Law, P.C.	X	-1,665.00	-144,213.32
Bill Pmt -Check	02/08/2024	1885	D&A Enterprises LLC	X	-1,428.00	-145,641.32
Bill Pmt -Check	02/20/2024	1895	Lear Asset Manage...	X	-1,000.00	-146,641.32
Bill Pmt -Check	02/20/2024	1893	Aycock & Edgmon, ...	X	-967.00	-147,608.32
Bill Pmt -Check	02/20/2024	1894	Hopland Public Utiliti...	X	-77.50	-147,685.82
Bill Pmt -Check	02/20/2024	1892	PGE 8292421004-8	X	-24.42	-147,710.24
Bill Pmt -Check	02/21/2024	1897	CalPers	X	-1,602.25	-149,312.49
Bill Pmt -Check	02/21/2024	1891	Leland Kraemer incr...	X	-1,075.00	-150,387.49
Bill Pmt -Check	02/21/2024	1896	PGE 2595493883-0	X	-346.28	-150,733.77
Check	02/22/2024	1890	US Bank	X	-1,287.92	-152,021.69
Bill Pmt -Check	02/23/2024	1898	GKG Law, P.C.	X	-2,655.00	-154,676.69
Bill Pmt -Check	02/26/2024	1889	Mary Jones Consulti...	X	-5,000.00	-159,676.69
Bill Pmt -Check	02/27/2024	EFT 3...	Sonoma County Co...	X	-15,478.00	-175,154.69
Total Checks and Payments					-175,154.69	-175,154.69
Total Cleared Transactions					-175,154.69	-175,154.69
Cleared Balance					-175,154.69	1,550,449.29
Register Balance as of 02/29/2024					-175,154.69	1,550,449.29
<b>New Transactions</b>						
<b>Checks and Payments - 1 item</b>						
Check	03/19/2024	///	US Bank		-2,371.16	-2,371.16
Total Checks and Payments					-2,371.16	-2,371.16
Total New Transactions					-2,371.16	-2,371.16
<b>Ending Balance</b>					<b>-177,525.85</b>	<b>1,548,078.13</b>



U.S. BANCORP SERVICE CENTER  
P. O. Box 6343  
Fargo, ND 58125-6343



NC RAILROAD AUTHORITY

**ACCOUNT NUMBER**

**STATEMENT DATE** 01-22-24

**TOTAL ACTIVITY** \$ 1,270.60

000021513 01 SP 106481944217364 P

TORRES HIEDY  
NC RAILROAD AUTHORITY  
419 TALMAGE RD STE M  
UKIAH CA 95482-7433

"MEMO STATEMENT ONLY"  
DO NOT REMIT PAYMENT

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder Date Approver Date

**NEW ACCOUNT ACTIVITY**

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
12-26	12-22	DNH*GODADDY.COM 480-5058855 AZ PUR ID: 2857879142 TAX: 0.00	24906413356189937940535	4816	107.88
12-29	12-28	WWW COSTCO COM 800-955-2292 WA PUR ID: 000000000000000000 TAX: 0.00	24692163362100409070645	5300	565.69
12-29	12-28	AMZN MKTP US*5Y70H6L33 AMZN.COM/BILL WA PUR ID: 113-4206515-33474 TAX: 1.60	24692163363100444260101	5942	19.64
01-02	12-29	WWW COSTCO COM 800-955-2292 WA PUR ID: 000000000000000000 TAX: 0.00	24692163363100917667691	5300	195.96
01-02	12-29	AMZN MKTP US*UP6YZ7863 AMZN.COM/BILL WA PUR ID: 113-4206515-33474 TAX: 6.48	24692163363101066940863	5942	79.46
01-02	01-02	YAHOO *MAIL PLUS 866-562-7228 CA PUR ID: 386474047 TAX: 0.00	24692164002103398307642	4816	5.00
01-03	01-02	ATT*BILL PAYMENT 800-288-2020 TX PUR ID: 321590265 TAX: 14.47	24692164002104130645455	4899	177.59
01-03	01-01	THE HOME DEPOT #8408 UKIAH CA PUR ID: 00 TAX: 0.35	24943014002010183498219	5200	4.32
01-05	01-03	STAPLES 00108001 UKIAH CA PUR ID: 000135160 TAX: 2.97	24164074004105001351600	5943	36.43

**Default Accounting Code:**

CUSTOMER SERVICE CALL  <b>800-344-5696</b>	ACCOUNT NUMBER		ACCOUNT SUMMARY	
		STATEMENT DATE	DISPUTED AMOUNT	PREVIOUS BALANCE
	01-22-24	\$ .00	PURCHASES & OTHER CHARGES	\$1,287.92
SEND BILLING INQUIRIES TO:  C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE  \$ 0.00  DO NOT REMIT		CASH ADVANCES	\$ .00
			CASH ADVANCE FEE	\$ .00
			CREDITS	\$17.32
			<b>TOTAL ACTIVITY</b>	<b>\$1,270.60</b>



Account Name:	TORRES HIEDY
Company Name:	NC RAILROAD AUTHORITY
Account Number:	
Statement Date:	01-22-24

**NEW ACCOUNT ACTIVITY**

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
01-08	01-07	ADOBE *ACROPRO SUBS 408-536-6000 CA PUR ID: BL2649274128 TAX: 0.00	24492154007717506341694	5734	19.99
01-11	01-10	ADOBE *ACROPRO SUBS 4085366000 CA PUR ID: 08544462 TAX: 0.00	74492154010743085444626	5734	17.32CR
01-11	01-10	ADOBE INC. 408-536-6000 CA PUR ID: AB0361850164 TAX: 0.00	24492154010745060087549	5734	47.98
01-15	01-13	ZOOM.US 888-799-9666 WWW.ZOOM.US CA PUR ID: opsntwr7dt4i4wy TAX: 0.00	24011344013000048074128	4814	15.99
01-15	01-12	DROPBOX*B2LXF5T1GRFQ DROPBOX.COM CA PUR ID: 525667342 TAX: 0.00	24692164012102052956205	4816	11.99



U.S. BANCORP SERVICE CENTER  
 P. O. Box 6343  
 Fargo, ND 58125-6343



NC RAILROAD AUTHORITY

**ACCOUNT NUMBER**

**STATEMENT DATE** 02-22-24

**TOTAL ACTIVITY** \$ 2,349.47

000019663 01 SP 106481969767007 P

**"MEMO STATEMENT ONLY"**  
**DO NOT REMIT PAYMENT**

**TORRES HIEDY**  
**NC RAILROAD AUTHORITY**  
**419 TALMAGE RD STE M**  
**UKIAH CA 95482-7433**

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder \_\_\_\_\_ Date \_\_\_\_\_ Approver \_\_\_\_\_ Date \_\_\_\_\_

**NEW ACCOUNT ACTIVITY**

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
01-25	01-24	SQ *HEATHER PENNY UKIAH CA PUR ID: 00011529215136138 TAX: 0.00	24692164024101219871444	7299	16.33
01-26	01-24	USPS KIOSK 0580229550 UKIAH CA PUR ID: None TAX: 0.00	24137464026001186370732	9402	1.87
01-29	01-27	STAPLES INC STAPLES.COM MA PUR ID: 00000000000000000000 TAX: 6.30	24164074028105411108501	5111	89.33
02-02	02-01	ATT*BILL PAYMENT 800-288-2020 TX PUR ID: 321590265 TAX: 9.88	24692164032107554379505	4899	121.22
02-02	02-02	YAHOO *MAIL PLUS 866-562-7228 CA PUR ID: 387092113 TAX: 0.00	24692164033107620235672	4816	5.00
02-12	02-09	CALIFORNIA SPECIAL DIS 916-4427887 CA	24071054041627123413124	8699	1,715.00
02-12	02-10	ADOBE INC. 408-536-6000 CA PUR ID: BL2679248915 TAX: 0.00	24492154041745302003158	5734	47.98
02-12	02-09	DOCUSIGN INC. 800-3799973 DE PUR ID: P-24087724 TAX: 0.00	24793384040000906178034	5817	300.00
02-14	02-13	ZOOM.US 888-799-9666 WWW.ZOOM.US CA PUR ID: opsntd34xma7c TAX: 0.00	24011344044000045556724	4814	15.99
02-14	02-12	STAPLES 00108001 UKIAH CA PUR ID: 000141937 TAX: 1.77	24164074044105001419375	5943	21.76

**Default Accounting Code:**

CUSTOMER SERVICE CALL	ACCOUNT NUMBER	ACCOUNT SUMMARY
<b>800-344-5696</b>	STATEMENT DATE	PREVIOUS BALANCE \$ .00
	DISPUTED AMOUNT	PURCHASES & OTHER CHARGES \$2,349.47
<b>SEND BILLING INQUIRIES TO:</b>  C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE	CASH ADVANCES \$ .00
	\$ 0.00	CASH ADVANCE FEE \$ .00
	<b>DO NOT REMIT</b>	CREDITS \$ .00
		<b>TOTAL ACTIVITY \$2,349.47</b>



Account Name:	TORRES HIEDY
Company Name:	NC RAILROAD AUTHORITY
Account Number:	
Statement Date:	02-22-24

**NEW ACCOUNT ACTIVITY**

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
02-21	02-20	UDEMY: ONLINE COURSES HTTPSWWW.UDEM CA PUR ID: opsntr10139o TAX: 0.00	24011344051000050529384	8299	14.99



NC RAILROAD AUTHORITY

U.S. BANCORP SERVICE CENTER  
P. O. Box 6343  
Fargo, ND 58125-6343



<b>ACCOUNT NUMBER</b>	
<b>STATEMENT DATE</b>	02-22-24
<b>TOTAL ACTIVITY</b>	\$ 21.69

**"MEMO STATEMENT ONLY"  
DO NOT REMIT PAYMENT**

000019662 01 SP 106481969767006 P

**ELAINE HOGAN**  
GRTA  
419 TALMAGE ROAD  
SUITE M  
UKIAH CA 95482-7433

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder	Date	Approver	Date
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**NEW ACCOUNT ACTIVITY**

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
02-22	02-21	POST HASTE 707-8258295 CA PUR ID: NOTINCL TAX: 0.09	24003414052900016629147	7399	21.69

**Default Accounting Code:**

<b>CUSTOMER SERVICE CALL</b>  <b>800-344-5696</b>	<b>ACCOUNT NUMBER</b>		<b>ACCOUNT SUMMARY</b>	
	<b>STATEMENT DATE</b> 02-22-24	<b>DISPUTED AMOUNT</b> \$ .00	PREVIOUS BALANCE	\$ .00
<b>SEND BILLING INQUIRIES TO:</b>  C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	<b>AMOUNT DUE</b>  \$ 0.00  <b>DO NOT REMIT</b>		PURCHASES & OTHER CHARGES	\$21.69
			CASH ADVANCES	\$ .00
			CASH ADVANCE FEE	\$ .00
			CREDITS	\$ .00
			<b>TOTAL ACTIVITY</b>	<b>\$21.69</b>

The **Great Redwood Trail Agency** (“GRTA”) and **Aycock & Edgmon** (“CONTRACTOR”) enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract

This contract shall commence upon execution by both parties and terminate on June 30, 2025, unless sooner terminated as specified herein.

2. Scope of Services

CONTRACTOR, for GRTA’s benefit shall perform the services specified in the current engagement letter in Attachment A, and hourly work as needed and authorized by the GRTA Executive Director, consistent with terms specified in Attachment B. Attachment A and B form the scope of services and are made a part of this contract.

3. Compensation for Services

In consideration for CONTRACTOR’s performance, GRTA shall pay compensation to CONTRACTOR not to exceed \$14,500 according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive General Liability Insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: n/a

6. Termination

This contract shall terminate without further action by either party on June 30, 2025. Prior to May 31, 2025, either party, or their successor interest, may terminate this contract by providing thirty (30) days of advance written notice of

\_\_\_\_ Initial A&E  
\_\_\_\_ Initial GRTA

the termination, pursuant to the terms of Exhibit C hereto.

7. Specific Terms and Conditions (check one)

[ ] There are no additional provisions to this contract.

[ x] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment A. Attachment A is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for GRTA:

Contract Administrator for CONTRACTOR:

Name: Elaine Hogan

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Address: 419 Talmage Road, Suite M  
Ukiah, CA 95482

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No. 707-463.3280

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

**SIGNATURES**

APPROVED BY GRTA:

APPROVED BY CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

Name: Elaine Hogan

Name: \_\_\_\_\_

Executive Director, Great Redwood Trail Agency

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

General Counsel

Name: Elizabeth Coleman

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Initial A&E

\_\_\_\_\_ Initial GRTA



**ATTACHMENT A**  
Aycok & Edgmon  
Engagement Letter

See next page for Attachment A, Engagement Letter

\_\_\_\_ Initial A&E  
\_\_\_\_ Initial GRTA



March 9, 2024

Elaine Hogan  
Great Redwood Trail Agency  
419 Talmage Road, Suite M  
Ukiah, CA 95482

We are pleased to confirm our acceptance and understanding of the services we are to provide for the Great Redwood Trail Agency (GFTA) for the period from March 1, 2024 through June 30, 2025, unless terminated by either party by providing thirty (30) days of advance written notice of the termination.

You have requested that we perform the following services:

- 1) We will provide you with the following accounting services:
  - Reconcile the Agency's cash accounts on a monthly basis. We will not review the cancelled warrants or electronic copies of the warrants for payees or endorsements.
  - Record prepaid expenses, depreciation, and prepaid leases on a monthly basis.
  - Record all adjusting entries needed on a monthly basis.
  - Prepare the Annual Financial Transaction Report
  - Prepare the Annual Transit Operators Transaction Report
  - Prepare documents and reconciliations requested by the Agency's auditors.
- 2) We will prepare the financial statements of the Great Redwood Trail Agency which comprise the annual and monthly Statements of Net Position and the related Statements of Revenues, Expenses, and Changes in Net Position for the fiscal year included in the above period of performance. These financial statements will not include a statement of cash flows and the related notes to the financial statements as required by accounting principles generally accepted in the United States of America.

### **Our Responsibilities**

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Agency or noncompliance with laws and regulations.

### **Management Responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of financial statements in accordance with accounting principles generally accepted in the United State of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 3) The prevention and detection of fraud.
- 4) To ensure that the Agency complies with the laws and regulations applicable to its activities.
- 5) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- 6) To provide us with-
  - Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,  
  
Additional information that may be requested for the purpose of the preparation of the financial statements, and
  - Unrestricted access to persons within the Agency with whom we determine it necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

### **Other Relevant Information**

Stacey R. Edgmon, is the engagement partner and is responsible for supervising the engagement.

We estimate that our fees for these services will be \$14,500 for the period of performance. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

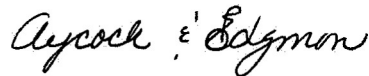
You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

Great Redwood Trail Agency  
March 9, 2024  
Page 3

**Other Relevant Information - Continued**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Aycock and Edgmon  
Certified Public Accountants

Acknowledged:  
Great Redwood Trail Agency

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Date

**ATTACHMENT B**  
**Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: *(check one)*

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by GRТА to CONTRACTOR at the address specified in paragraph 8 of this contract per paragraph B-4.

**B-3. COMPENSATION**

GRТА shall pay CONTRACTOR: *(check one)*

- A total lump sum payment of \$\_\_\_\_\_
- A total sum not to exceed **\$14,500** for services rendered pursuant to the terms and conditions of this contract, which shall be paid at a rate of \$100 per hour, rounded to the nearest half-hour.

**End of attachment B**

\_\_\_\_\_ Initial A&E  
\_\_\_\_\_ Initial GRТА

**ATTACHMENT C**  
**General Terms and Conditions**

**C-1. INDEMNIFICATION.**

CONTRACTOR and GRTA each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

**C-2. GENERAL INSURANCE REQUIREMENTS.**

Without limiting CONTRACTOR's duty to indemnify GRTA, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by paragraph C-3 shall satisfy the following requirements:

1. Each policy shall be issued by a company authorized by law to transact business in the State of California.
2. Each policy shall provide that GRTA shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
3. The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the Great Redwood Trail Agency and its officers, agents and employees as additional insureds.
4. The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

**C-3. INSURANCE COVERAGE REQUIREMENTS.**

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term on this contract:

1. Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.

\_\_\_\_ Initial A&E  
\_\_\_\_ Initial GRTA

2. Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
3. Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
4. Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of GRTA, CONTRACTOR shall file certificates of insurance with GRTA, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to GRTA as the insurance required herein. CONTRACTOR further agrees to notify GRTA in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to GRTA or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by GRTA, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of

\_\_\_\_ Initial A&E  
\_\_\_\_ Initial GRTA

such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the GRTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

#### **C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of GRTA, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of GRTA is prohibited.

#### **C-8 INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to GRTA and not officers or employees of GRTA. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of GRTA. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to GRTA that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

#### **C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

#### **C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

#### **C-11. NONDISCRIMINATION.**

\_\_\_\_\_ Initial A&E  
\_\_\_\_\_ Initial GRTA



CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12 BANKRUPTCY.**

CONTRACTOR shall immediately notify GRTA in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of GRTA, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

\_\_\_\_ Initial A&E  
\_\_\_\_ Initial GRTA

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, GRTA shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

#### **C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

1. The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
2. Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
3. On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

#### **C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### **C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### **C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. GRTA's receipt of consideration

\_\_\_\_\_ Initial A&E  
\_\_\_\_\_ Initial GRTA

with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

**C-23 GRTA AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full GRTA and capacity to enter into this contract.

**C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

**C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

\_\_\_\_\_ Initial A&E  
\_\_\_\_\_ Initial GRTA

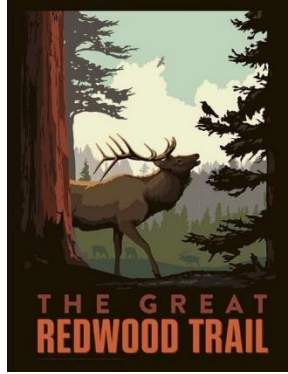
CONTRACTOR agrees that GRTA shall have the right to deduct from any payments specified in Attachment B any amount owed to GRTA by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If GRTA exercises the right to reduce the consideration specified in Attachment B, GRTA, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

\_\_\_\_ Initial A&E  
\_\_\_\_ Initial GRTA



## MEMO

**To:** GRTA Board of Directors

**From:** Elizabeth Coleman, GRTA Legal Counsel

**Date:** March 21, 2024

**Subject:** **Agenda Item G6** - Approval of Amendment to Employment Contract with Elaine Hogan to Correct Position Designation to “Executive Director” to Comport with Existing Policies and Classification System.

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Pursuant to the manner in which the State Coastal Conservancy conducted the recruitment for the position currently held by Elaine Hogan, the position to which she was hired was entitled “General Manager” in the effective employment contract. However, the job classifications established by GRTA and on file with Sonoma County (payroll, accounting and banking providers to GRTA), the position occupied by Ms. Hogan is entitled “Executive Director,” consistent with the historical practice of the North Coast Railroad Authority. In order to bring the contract and position title in line with the extent classification system, counsel, in consultation with Ms. Hogan, recommends the Board execute an amendment to the employment contract with Ms. Hogan to replace “General Manager” with “Executive Director”. No changes will be made to the substance of the duties, compensation or any other part of the contract.

Based on the forgoing, staff is recommending the Board authorize and direct the Chair of the Board of Directors to execute an amendment to the employment contract between GRTA and Elaine Hogan to refer to the position to which she has been appointed as “Executive Director.”

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement ("Amendment ") is entered into by and between the Great Redwood Trail Agency, a public agency created pursuant to California law ("Employer"), and Elaine Hogan ("Employee"), to amend the operative Employment Agreement dated November 26, 2023 by and between Employer and Employee ("Employment Agreement"). This Amendment is effective on the date of the approval hereof by all parties.

(1) The Employment Agreement is amended as follows:

All references to the position of "General Manager," including references by the acronym "GM," shall be revised to refer to the position of "Executive Director." The Parties agree and understand that the position to which Employee has been appointed and in which Employee is currently serving shall not be modified by this change, which reflects solely an amendment to manner in which said position is referenced.

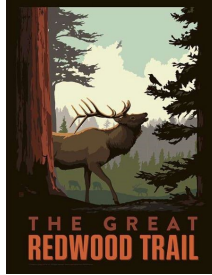
(2) Employer and Employee shall refer to employee's position as the Executive Director of the Great Redwood Trail Agency for all purposes.

(3) All provisions of the Employment Agreement not expressly modified hereby shall remain in full force and effect.

Executed this \_\_\_\_\_ day of March, 2024, by the undersigned:

\_\_\_\_\_  
Elaine Hogan, Employee

\_\_\_\_\_  
Chair of the Board of Directors,  
Great Redwood Trail Agency



## MEMO

**To:** GRTA Board of Directors

**From:** Elaine Hogan, GRTA Executive Director

**Date:** March 19, 2024

**Subject:** **Agenda Item G7** – Commencement of 45-day Public Comment Period on Proposed Revisions to Conflict of Interest Code

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### **Background:**

The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission (“FPPC”) has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act. The attached Appendix, in which members of the Board of Directors and employees are designated, and in which disclosure categories are set forth, constitute the conflict of interest code of the Great Redwood Trail Agency. Designated employees shall file statements of economic interests directly with the FPPC. Copies shall be retained and made available for public review by the GRTA Administrative Assistant.

The GRTA needs to conduct a 45-day public comment period on proposed revisions to our conflict of interest code. During that time all employees will be notified and provided 45 days to comment via email. After the public period, GRTA will provide the FPPC with a copy of public notice and any public comments received. The FPPC has completed a 45-day public notice period with the Office of Administrative Law. If suggestions during the public comment period result in changes or modifications to the draft code, no further public notice is required as long as the code is substantially similar to the originally noticed code.

### **Recommended Action:**

Commence 45-day Public Comment Period on Proposed Revisions to the GRTA Conflict of Interest Code.

FIRST AMENDED  
CONFLICT OF INTEREST CODE FOR THE  
GREAT REDWOOD TRAIL AGENCY

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict-of-interest code of the Great Redwood Trail Agency.

Board Members and the Executive Director/General Manager must file their statements of economic interests electronically with the Fair Political Practices Commission. All other individuals holding designated positions must file their statements with the Great Redwood Trail Agency who will make the statements available for public inspection and reproduction. (Gov. Code section 81008).



EXHIBIT "A"  
FIRST AMENDED  
CONFLICT OF INTEREST CODE FOR THE  
GREAT REDWOOD TRAIL AGENCY  
ATTACHMENT A

<u>Designated Positions</u>	<u>Disclosure Category</u>
Members of Board	1
Executive Director/General Manager	1
General Counsel	1
Consultants/New Positions	*

Category 1

All investments, business positions in business entities and sources of income (including receipt of gifts, loans and travel payments). Real property located within the jurisdiction as well as real property within two miles of the real property used or the potential site.

Category 2

Investments and business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments) if the business entity or source provides services (including training or consulting services), supplies, materials, machinery or equipment of the type utilized by the Great Redwood Trail Agency.

\*Consultants/new positions shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Executive Director/General Manager may determine in writing that a particular consultant or new position, although a "designated position, " is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's or new position's duties and, based on that description, a statement of the extent of the disclosure requirements. The Executive Director/General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

## **NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE GREAT REDWOOD TRAIL AGENCY**

NOTICE IS HEREBY GIVEN that the Great Redwood Trail Agency, pursuant to the authority vested in it by section 87306 of the Government Code, proposes amendment to its conflict of interest code. A comment period has been established commencing on March 28, 2024 and closing on May 13, 2024. All inquiries should be directed to the contact listed below.

The Great Redwood Trail Agency proposes to amend its conflict of interest code to include employee positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest, as set forth in subdivision (a) of section 87302 of the Government Code. The amendment carries out the purposes of the law and no other alternative would do so and be less burdensome to affected persons.

Changes to the conflict of interest code include updates that reflect our current staffing structure along with the disclosure categories that officials and employees involved in our organization need to file, and makes other technical changes. The proposed amendment and explanation of the reasons can be obtained from the agency's contact.

Any interested person may submit written comments relating to the proposed amendment by submitting them no later than **May 13, 2024**, or at the conclusion of the public hearing, if requested, whichever comes later. At this time, no public hearing is scheduled. A person may request a hearing no later than **Friday, May 3, 2024**.

The Great Redwood Trail Agency has determined that the proposed amendments:

1. Impose no mandate on local agencies or school districts.
2. Impose no costs or savings on any state agency.
3. Impose no costs on any local agency or school district that are required to be reimbursed under Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.
4. Will not result in any nondiscretionary costs or savings to local agencies.
5. Will not result in any costs or savings in federal funding to the state.
6. Will not have any potential cost impact on private persons, businesses or small businesses.

All inquiries concerning this proposed amendment and any communication required by this notice should be directed to: Hiedy Torres, 419 Talmage Road, Suite M, Ukiah, CA 95482.  
info@thegreatredwoodtrail.org