

GREAT REDWOOD TRAIL AGENCY Board of Directors Regular Meeting

AGENDA

Thursday, September 19, 2024, 10:30 am

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: 816 5736 4670
- Enter Passcode: 843627
- 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) 900-9128
- Enter Meeting ID: 816 5736 4670
- Enter Passcode: 843627

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. STAFF REPORT – Elaine Hogan, GRTA Executive Director

F. CONDUCT OF BUSINESS

1. Adopt Resolution 2024-07 replacing Section 602.6 of the NCRA Policy & Administrative Contracting Manual, modifying delegated authority to Executive Director to execute contracts up to \$25,000

2. Adopt Resolution 2024-08 authorizing the Executive Director to direct Aycock & Edgmon to make changes to GRTA's Accounts Payable and Accounts Receivable to correct identified clerical errors and reconcile expired and uncollectable entries

3. Adopt Resolution 2024-09 replacing the following portions of the NCRA Policy & Administrative Contracting Manual: 0300 Classification Plan, 0301 Authorized Positions, 0302 Job Descriptions, 0204.3 CalPERS Retirement Contribution, 0204.4 Medical Insurance, 204.5 Dental Insurance, 0204.6 Vision Insurance, 0400 Travel Policy

G. CONSENT CALENDAR

1. Approval of Minutes – March 28, 2024, Special Board Meeting

May 16, 2024, Regular Board Meeting

2. Approval of CAL-Card Statements – June, July, August 2024
3. Authorize the Executive Director to approve an updated license agreement with the Loleta Chamber for the Loleta Community Park in the town of Loleta, Humboldt County, to include additional real property and permitted uses.
4. Approve and direct Chair to execute revised employment contract for Executive Director

H. AD-HOC COMMITTEE REPORTS

1. Recruitment & Selection of Staff (Directors Sackett, Madrone, Hart)

I. MATTERS FROM THE BOARD

J. CLOSED SESSION

1. Discussion with Legal Counsel Regarding Pending Litigation: Abandonment and Railbanking Filings, Docket Number: AB-1305 before Surface Transportation Board [Government Code section 54956.9(a)]
2. 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)]

K. ANNOUNCEMENT OF NEXT MEETING

L. 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 us via phone or email at least 72-hours before the meeting 707-463-3280 or info@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.

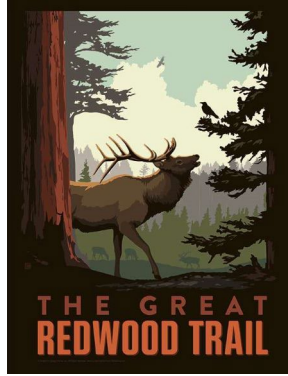
ADDITIONAL MEETING INFORMATION FOR INTERESTED PARTIES

Written materials related to an item on this agenda submitted to the Board of Directors are available for public inspection 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.

CLOSED SESSION

If agendaized, 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: Elaine Hogan, Executive Director

Date: September 16, 2024

Subject: **Agenda Item F1: Adopt Resolution 2024-07 replacing Section 602.6 of the NCRA Policy & Administrative Contracting Manual, modifying delegated authority to Executive Director to execute contracts up to \$25,000**

Background:

Section 602.6 of the NCRA Policy & Administrative Contracting Manual delegates authority to the Executive Director to execute contracts up to \$10,000 without board approval. In order to efficiently meet the operational needs of the agency and not delay projects, I am asking the Board to increase contracting authority delegated to the Executive Director to \$25,000. The Board will receive information on contracts executed at each board meeting during my staff report. Attached is a resolution with updated language that would become Section 602.6 upon approval.

Staff Recommendation:

Adopt Resolution 2024-07 replacing Section 602.6 of the NCRA Policy & Administrative Contracting Manual, modifying delegated authority to Executive Director to execute contracts up to \$25,000.

1 **RESOLUTION**

2 **of the**

3 **Board of Directors**

4 **of**

5 **GREAT REDWOOD TRAIL AGENCY**

6 Resolution No. 2024-07

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Resolution No. 2024-07 Amendment Replacing Section 602.6 of the NCRA Policy and Administrative Contracting Handbook

WHEREAS, GREAT REDWOOD TRAIL AGENCY (“GRTA”), formerly named the North Coast Railroad Authority (“NCRA”), created and governed by the terms of California Government Code Section 93000 et seq., adopted the NCRA Policy and Administrative Contracting Manual (“Handbook”) in 2007, which has been amended from time to time; and

WHEREAS, the Handbook, Section 602.6, authorizes the Purchasing Agent, which is defined by the Handbook to be the Executive Director, to execute contracts for goods and services up to a maximum value of \$10,000; and

WHEREAS, in order to reflect the operational needs of GRTA, the Board of Directors desires to increase the contracting authority delegated to the Executive Director to \$25,000;

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

1. Section 602.6 of the Handbook is hereby deleted and replaced with the following language:

“0602.6 Execution of Agreements for Purchase of Goods and Services.

Agreements for the purchase of goods and services up to the amount of Twenty-Five Thousand Dollars (\$25,000) may be authorized by the Purchasing Agent. Agreements for the purchase of goods and services exceeding the amount of Twenty-Five Thousand Dollars (\$25,000) shall be authorized by the Board of Directors. The terms of this Section 0602.6 are subject to the provisions of Chapter 1200 Independent Contactor Procedures and of Chapter 1300 Public Works Contracting Procedures.”

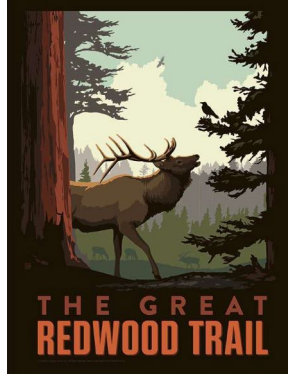
Introduced and adopted this ____ day of _____, at a meeting of the Board of Directors of Great Redwood Trail Agency by the following vote:

AYES:
NOES:
ABSENT:

GRTA Chair
Mary Sackett

ATTEST:

GRTA Executive Director
Elaine Hogan



MEMO

To: GRTA Board of Directors

From: Elaine Hogan, Executive Director

Date: September 16, 2024

Subject: **Agenda Item F2: Adopt Resolution 2024-08 authorizing the Executive Director to direct Aycock & Edgmon to make changes to GRTA's Accounts Payable and Accounts Receivable to correct identified clerical errors and reconcile expired and uncollectable entries**

Background:

GRTA uses Quickbooks Online to store accounts payable and receivable information. With the transition from NCRA to GRTA, accounting information stored in Quickbooks was not properly updated. As a result, Quickbooks does not contain accurate information and isn't serving our needs. In our accounts payable we have identified incorrect entries that have been paid and debts that have been determined to be uncollectable that we are requesting to remove from Quickbooks. On the accounts receivable side, we have identified money that was owed to NCRA for the license or lease of property that has now been transferred to SMART. GRTA does not plan to pursue payment according to contract terms on property we no longer own.

Based upon staff analysis of the entries, the attached resolution identifies separately each entry into Quickbooks Accounts Payables that has been determined either to include incorrect information, should not be currently listed as outstanding on the basis that they items were paid or the listed amounts are no longer collectible. The proposed resolution additionally identifies separately each entry into Quickbooks Accounts Payables that is not associated with an agreement on real property currently owned by GRTA.

Staff Recommendation:

Adopt Resolution 2024-08 authorizing the Executive Director to direct Aycock & Edgmon to make changes to GRTA's Accounts Payable and Accounts Receivable to correct identified clerical errors and reconcile expired and uncollectable entries.

1 **RESOLUTION**

2 **of the**

3 **Board of Directors**

4 **of**

5 **GREAT REDWOOD TRAIL AGENCY**

6 Resolution No. 2024-07

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8 Resolution No. 2024-07

9 Direct Executive
10 Director to Revise
11 Accounting Information

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13 **WHEREAS**, GREAT REDWOOD TRAIL AGENCY (“GRTA”), created and governed by the
14 terms of California Government Code Section 93000 et seq., maintains accounts payable and
15 accounts receivable information in “Quickbooks” software (“Accounting Information”), which
16 accounting information has been maintained in such format since the operation of the prior entity
17 the North Coast Railroad Authority (NCRA); and

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20 **WHEREAS**, in connection with the wind-down of operations as NCRA, the State of California
21 analyzed the financial liabilities of NCRA for the period prior to the reformation of the agency as
22 GRTA, and the California State Transportation Agency (CalSTA), in collaboration with NCRA
23 staff and contractors, determined which entries were valid, enforceable, and payable, and made
24 payment on such debts; and

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1 **WHEREAS**, in a deed recorded on May 25, 2021, NCRA transferred to the Sonoma Marin Area
2 Rail Transit District (“SMART”) that portion of the GRTA right-of-way south of the
3 Sonoma/Mendocino County line, transferring with it certain real property agreements upon
4 which NCRA previously was owed periodic payments as consideration for the use of real
5 property; and
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8 **WHEREAS**, the Accounting Information was not properly updated to reflect the payment of
9 certain debts that had been paid, the creditor disclaimed the existence of the debt or did not
10 respond to attempts to pay, or such debts had been determined by CalSTA or NCRA to either be
11 invalid or no longer legally collectable on the basis of the expiry of any legal period of
12 collection; and
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15 **WHEREAS**, the Accounting Information was not properly updated to reflect the reduction in
16 Accounts Receivables payable to GRTA as a result of the transfer of title of the southern portion
17 of the GRTA right-of-way to SMART upon which title such sums were based; and
18

19 **WHEREAS**, the Board of Directors desires to correct the Accounting Information to reflect as
20 paid the debts that staff has determined, in its reasonable diligence have been paid, to write off
21 certain debts that CalSTA determined, in consultation with GRTA/NCRA counsel, were not
22 legally collectable, and remove as uncollectable certain Accounts Receivables entries upon
23 which GRTA is not entitled to current payments; and
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26 **WHEREAS**, the Board of Directors authorizes that such corrections of the Accounting
27 Information be made by GRTA’s contracted accountant, at the direction of the Executive
Director;

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2 **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE**
3 **GREAT REDWOOD TRAIL AGENCY** as follows:

4 1. The Executive Director shall be authorized and directed to cause the following entries in
5 the Account Information to be revised, on the basis set forth in each section below:
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8 (A) The following entries in the Account Information shall be marked as “paid,” on the basis
9 of the factual investigations by GRTA staff confirming that such entries were improperly left in
10 due and owing status after the payment of such entries had already occurred:

11 AT & T-SBC	1,881.67
12 American Rail Engineers (ARC)	8,824.39
13 Arcata Fire Protection District	6,084.00
14 CalPERS	1,463.22
15 City of Arcata - Utility 655011	1,972.36
16 City of Cloverdale - utility 655012	2,152.77
17 City of Eureka - Utility	78.46
18 City of Healdsburg - Utility 655015	736.97
19 City of Ukiah - Utility 655017	-631.80
20 City of Willits - Utility	1,174.00
21 Leland Kramer	1,300.00
22 Pisenti & Brinker	4,000.27
23 PGE	39.89
24 PGE - Petaluma	38.97
25 PGE 2595493883-0	1,708.07
26 PGE 8254281120-1	-722.63
27 PGE 8292421004-8	-1,744.74
PGE 9923390542-3	-1,411.74
Sonoma County Treasurers Office/Taxes/Fee	3,806.00
Sonoma County Auditors Office	5,594.00
SDRMA	337.95
Sonoma County Auditor’s Office	5,594.00
Walmart	67.37

(B) The following entries in the Account Information shall be marked as “invalid,” on the basis of the factual investigations and legal review by GRTA staff and counsel confirming that such debts are not collectable against the GRTA as a matter of law, or not collectable by GRTA as a matter of law in the case of negative balances and thus are no longer valid accounts payable:

Action Rents	-20.00
AFS/IBX Financial Services	-2,580.94
Balfour Beatty Rail Inc.	6,636.95
Blue Lake Fire Protection District	549.00
Cyndee Loagan - 655046	4,578.12
Dietrich Stroeh	5.17
Doug McCorkle	4.98
Estelle Fennell	-2.00
Fryman's Septic	143.12
Hemphill Allan (s-655001)(r-655139)	548.70
HNTB-655180	32,929.83
Humb Cnty Enviro Health -655121	639.61
Jerry Peters	0.08
Louisa Morris	0.27
Mitch Stogner	66.15
Net Nation/Conference Call.com	10.95
Norton	75.50
NRV Bridge Design	5,000.00
Peterson Tractor Co	318.30
Precision Roller	-73.06
Rod Whitney 655206	9.09
Safeway	-204.06
SDRMA	337.95
Silva Septic Service	969.10
SMART	720.70
State Farm	1,350.37
Toshiba Business Solutions 655196	367.48
Ukiah Daily Journal	361.92
Ukiah Valley Conference Center	20.00

(C) The following entries in the Account Information shall be marked as “uncollectable,” on the basis that GRTA does not hold title to the properties underlying such Account Receivables and GRTA hereby determines it will not pursue payment for real property rights granted for usage of properties it no longer owns:

HNTB	2,851.44
Pastori 77.77 PI 11 D/C 10-2018	265.23
SMART 3 Hidden Springs Vineyards	648.00
SMART Asti Winery/E&J Gallo PI 11	1,774.59
SMART Black Horse /Mascherini PI 7	546.36
SMART City of Healdsburg	653.47
SMART Comstock Healdsburg, LLC	608.19
SMART Constellation Brands MP 73.70	1,639.20
SMART Constellation Wines-Simi 70.51	3,392.73
SMART D/C 2018 Kuimelis Vineyards PI 5	515.00
SMART Deborah Bailey	0.01
SMART Farms PI 11 Global Ag Properties	1,639.08
SMART Foley Family Wines 79.60 PI 12	530.45
SMART Foley Family Wines 79.72 PI 12	848.72
SMART Furlong/Lampson PI 11	15.45
SMART Gallo MP 72.97 81.12 81.2 81.3	6,630.19
SMART Jeff Welch PI 11	214.55
SMART K Barr Daughters PI 10	562.75
SMART MacDonald Family PI 7	742.22
SMART Pastori 77.88 PI 11	546.36
SMART Trione Winery	3,696.00
SMART Geyser Peak Constelation/Ascentia	1,944.00
Sonoma Silverado Properties	324.00
T-Mobile 09	-129.04

Introduced and adopted this ____ day of _____, at a meeting of the Board of Directors of Great Redwood Trail Agency by the following vote:

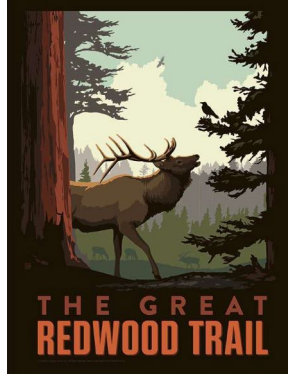
AYES:
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GRTA Chair

Mary Sackett
ATTEST:

GRTA Executive Director
Elaine Hogan



MEMO

To: GRTA Board of Directors

From: Elaine Hogan, Executive Director

Date: September 16, 2024

Subject: **Agenda Item F3: Adopt Resolution 2024-09 replacing the following portions of the NCRA Policy & Administrative Contracting Manual: 0300 Classification Plan, 0301 Authorized Positions, 0302 Job Descriptions, 0204.3 CalPERS Retirement Contribution, 0204.4 Medical Insurance, 204.5 Dental Insurance, 0204.6 Vision Insurance, 0400 Travel Policy**

Background:

The NCRA Policy and Administrative Contracting Handbook sets forth a staffing template of available positions, a classification system for employees and certain employment related benefits and terms. As the agency grows, the handbook needs to be updated. Below is a summary of proposed changes. Specific language is in the attached resolution.

0301 Authorized Positions

The attached organizational chart outlines a vision for the staffing structure of the agency with managers leading three divisions:

- Operations & Maintenance Division
- Business & Financial Administration Division
- Trail Development Division

0302 Job Descriptions

A brief summary of 13 new positions is included. These positions have been created with current and future agency needs in mind. However, they are subject to change. Changes to authorized positions will be brought to the board for approval. No new recruitments will open without the board's awareness and input. The positions that are currently in the recruitment process or are anticipated to be filled this fiscal year may include: Operations Manager, Finance & Economic

Development Manager, Accounting Clerk/Clerk of the Board, Administrative Analyst. Management positions are being prioritized, as they will help determine the staffing structure and create appropriate systems for their respective divisions.

0204.3 CalPERS Retirement Contribution

This section clarifies that GRTA is a CalPERS member agency and there is a mandatory employee and employer contribution.

0204.4 Medical Insurance

As GRTA's payroll administrator, Sonoma County administers our CalPERS benefits. This section codifies existing practice of GRTA contributing \$1,000/month to employee health plans available through CalPERS and clarifies that the amount may be used toward coverage for eligible dependents.

204.5 Dental & Vision Insurance, 0204.6 Employee Assistance Program

GRTA is a member of the Special District Risk Management Authority (SDRMA). As such, we are eligible to provide SDRMA-managed ancillary benefits to our employees such as dental, vision, and an Employee Assistance Program. Attached is the benefit booklet from SDRMA outlining in red the plans we will offer to employees and the employer contribution rate. GRTA will pay 100% of dental and vision insurance premiums for full-time employees a maximum of \$50/month for their dependents. For part-time employees working at least 20 hours per week, GRTA will pay 75% of dental and vision premiums, consistent with SDRMA requirements. GRTA has not previously offered these benefits to employees. However, the provision of benefits assists in recruiting and retaining qualified staff and represents a nominal monthly cost to the agency of \$32.67 - \$42.04 per month for the employee only or \$82.67 - \$92.04 for the employee and dependents, based on the following rates for coverage beginning in January 2025:

Delta Dental PPO "Low Plan": \$30.69/month
Delta Dental HMO "10A": \$21.32/month
VSP Vision "Option 3": \$8.03/month
Employee Assistance Program: \$3.32/month

0400 Travel Policy

Proposed updates clarify that GRTA uses the state rate for meals, lodging and incidental expenses and the IRS mileage rate for personal vehicle use for work-related travel.

Staff Recommendation:

Adopt Resolution 2024-09 replacing the following portions of the NCRA Policy & Administrative Contracting Manual: 0300 Classification Plan, 0301 Authorized Positions, 0302 Job Descriptions, 0204.3 CalPERS Retirement Contribution, 0204.4 Medical Insurance, 204.5 Dental Insurance, 0204.6 Vision Insurance, 0400 Travel Policy

1 **RESOLUTION**

2 **of the**

3 **Board of Directors**

4 **of**

5 **GREAT REDWOOD TRAIL AGENCY**

6 Resolution 2024-09

7
8 Resolution No. 2024-09
9 Amendment Replacing
10 Various Sections of the
11 NCRA Policy and
12 Administrative
13 Contracting Handbook

14 **WHEREAS**, GREAT REDWOOD TRAIL AGENCY (“GRTA”), formerly named the North
15 Coast Railroad Authority (“NCRA”), created and governed by the terms of California
16 Government Code Section 93000 et seq., adopted the NCRA Policy and Administrative
17 Contracting Handbook (“Handbook”) in 2007, which has been amended from time to time; and

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19 **WHEREAS**, the Handbook, sets forth a classification system for employees and certain
20 employment related benefits and terms; and

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23 **WHEREAS**, in order to reflect the operational needs of GRTA, the Board of Directors desires to
24 amend the classification system set forth in the Handbook, as well as the generally applicable
25 employee benefits and employment terms; and

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1 **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE**
2 **GREAT REDWOOD TRAIL AGENCY** as follows:

3 1. Handbook Sections 0300 (Classification Plan), 0301 (Authorized Positions), and 0302
4 (Job Descriptions), are hereby deleted and replaced with the following language, which includes
5 an organizational chart attached here as Exhibit 1, to be included in Handbook Section 0301:
6

7 **“0300 Classification Plan**

8 GRTA’s Classification System is informed by the [US Equal Employment Opportunity Commission’s](#)
9 [Description of Job Categories](#) used in the collection of nationwide workforce demographic data. This
10 system is used to classify employees into categories that inform compensation based on the job duties and
11 level of education, training and skill required.

12 **Executive/Senior Level Officials & Managers:** plan, direct and formulate policies, set strategy
13 and provide overall direction for the development of the agency within parameters approved by
14 the board of directors.

15 **First/Mid-Level Officials & Managers:** receive direction from executive leadership and lead
16 divisions of the agency by implementing policies, programs and directives and supervising staff.

17 **Professional:** jobs that typically require a bachelor or graduate degree and/or professional
18 certification.

19 **Technicians:** jobs that require applied skills and training or additional certification.

20 **Administrative Support Workers:** non-managerial tasks providing administrative support
21 assistance.

22 **Craft Workers:** higher skilled occupations related to construction, installation, maintenance and
23 the use of equipment, machines and tools

24 **Service Workers:** provide services to support agency operations and a positive trail experience
25 using skills acquired through formal training, job-related training or direct experience.

26 ***0301 Authorized Positions***

27 The following positions are approved by the GRTA Board of Directors:

Job Title	Category	Status	Salary Range
Executive Director	Executive/Senior Level Officials and Managers	Exempt	\$120,000 - \$140,000 annually
Operations Manager	First/Mid-Level Officials and Managers	Exempt	\$95,000 - \$105,000 annually
Finance & Economic Development Manager	First/Mid-Level Officials and Managers	Exempt	\$95,000 - \$105,000 annually

Trail Program Manager	First/Mid-Level Officials and Managers	Exempt	\$95,000 - \$105,000 annually
Trail & Stewardship Coordinator	Craft Workers	Non-exempt, full-time or part-time	\$31.25 - \$38.46/hour
Trail & Property Maintenance Technician	Craft Workers	Non-exempt, full-time or part-time	\$31.25 - \$38.46/hour
Trail Ranger	Service Workers	Non-exempt, temporary, full-time or part-time	\$24.04 - \$31.25/hour
Economic Development Coordinator	Professional	Non-exempt, full-time or part-time	\$31.25 - \$38.46/hour
Accounting Clerk/Clerk of the Board	Administrative Support Workers	Non-exempt, full-time or part-time	\$24.04 - \$31.25/hour
Administrative Analyst	Professional	Non-exempt, full-time or part-time	\$31.25 - \$38.46/hour
Grant Writer	Professional	Non-exempt, temporary, full-time or part-time	\$31.25 - \$38.46/hour
Engineer	Professional	Non-exempt, full-time or part-time	\$45.67 - \$50.48/hour
Partnership & Communications Coordinator	Professional	Non-exempt, full-time or part-time	\$31.25 - \$38.46/hour
Volunteer & Student Intern Coordinator	Administrative Support Workers	Non-exempt, full-time or part-time	\$31.25 - \$38.46/hour

0302 Job Descriptions

Executive Director

Actively manages the agency's development to meet statutory requirements and strategic goals by securing and managing funding, establishing partnerships, and recruiting and managing staff.

Operations Manager

Oversees the Operations & Maintenance Division and supervision of staff. With guidance from the Executive Director, develops and implements systems to maintain GRTA landholdings and infrastructure, manage property agreements and maintain and operate future trail segments as they open to the public.

Finance & Economic Development Manager

Oversees the Business & Financial Administration Division and supervision of staff. With guidance from the Executive Director, develops and implements systems to ensure proper accounting practices, and the

1 administration of employee benefits programs and insurance coverage for the agency. Ensures adequate
2 funding mechanisms are in place to maximize revenue through public and private funding streams.

3 **Trail Program Manager**

4 Oversees the Trail Development Division and supervision of staff. With guidance from the Executive
5 Director, this position works with community partners, internal staff and consultants to coordinate the
6 development of Great Redwood Trail segments, ensuring they progress through planning, design and
7 construction. The Trail Program Manager maintains a close relationship with the Operations Manager to
8 plan for appropriate trail management as segments open to the public.

9 **Trail & Stewardship Coordinator**

10 Under the direction of the Operations Manager, coordinates and leads volunteers in trail stewardship and
11 outreach through activities that are safe, fun and welcoming for all participants. Recruits, guides, and
12 trains volunteer crew leaders to build capacity for volunteer service in maintaining the Great Redwood
13 Trail. Supports the Operations Manager and Trail Program Manager in assessing and prioritizing
14 maintenance needs of existing and planned trail segments for volunteer service.

15 **Trail & Property Maintenance Technician**

16 Under the direction of the Operations Manager, this position provides field-based maintenance and clean-
17 up of GRTA landholdings, trail segments and infrastructure using a variety of tools and equipment (no
18 heavy machinery). Tasks are primarily performed by hand using a variety of tools that may be manual
19 (i.e., shovel, hammer, drill, rake) or small engine powered (i.e., lawnmower, weed eater, chainsaw). An
20 example of other duties include routine garbage collection, cleaning bathrooms and other amenities
21 designed for trail users, removing graffiti from signs, and general upkeep of the trail and GRTA property.

22 **Trail Ranger**

23 Under the direction of the Operations Manager, patrols backcountry, rural and/or urban segments of the
24 trail to ensure policies are being followed for the safety of all users. Oversees backcountry permitting
25 system and provides trail user education on a variety of topics from proper trail etiquette to hiking and
26 backpacking safety to ensure people are aware of and prepared for trail conditions and outfitted properly.
27 The Trail Ranger is trained in emergency response protocols and works with first responders and agency
staff to assist trail guests as needed.

Economic Development Coordinator

Under the direction of the Finance & Economic Development Manager, works with communities along
the trail to maximize economic benefits for local areas through policy, funding, workforce development
and business education. Supports the development of sustainable and creative revenue streams for the
agency by developing and implementing programs such as point-of-sale donations, recurring donation
programs, real estate and stock donations, corporate sponsorships and planned giving.

Grant Writer

With guidance from the Executive Director and the management team, this position takes a primary role
in identifying and securing funding from a variety of public and private sources to support all aspects of

1 trail development, operations and maintenance. Works in partnership with other agencies to assist in
2 obtaining funding for projects and services that enhance the Great Redwood Trail such as environmental
3 restoration and wildlife habitat enhancement, placemaking and public art, linkages to mental health
4 services and housing, workforce development, small business start-up and Trail Town education.

5 **Engineer**

6 Under guidance from the Executive Director and the management team, the Engineer prepares concept
7 designs and bid documents for trail segments and facilities such as trailheads, campgrounds and
8 community gateways. Oversees the public contracting process and manages consultants and contractors
9 hired to work on trail segments as well as agency property maintenance and improvement projects.

10 Assists the Operations Manager in assessing infrastructure and creating a maintenance plan and budget
11 for capital improvements. Reviews and approves permitting applications for use of agency property to
12 ensure best management practices are followed and the right-of-way is preserved.

13 **Administrative Analyst**

14 Under direction of the Executive Director and the management team, performs a variety of clerical, data
15 research, and information analysis tasks. Analyzes information to produce reports that provide data-
16 supported recommendations to management. Uses accounting data, feasibility studies, property title
17 deeds, contracts and other materials to produce reports that assist various agency divisions.

18 **Accounting Clerk/Clerk of the Board**

19 Under the direction of the Finance & Economic Development Manager, this position provides financial
20 accounting to the agency and administrative support by acting as the clerk to the Board of Directors.

21 Duties include sending invoices to licensees according to the terms of their agreement and processing
22 incoming payments (A/R) and receiving bills for services the agency has procured (A/P) and ensuring
23 they are approved and processed for payment appropriately. Board clerk duties may include tasks such as
24 ensuring the public posting of agendas on our website and at meeting locations, sending meeting materials
25 to our mailing list, taking meeting minutes and recording public comments appropriately.

26 **Partnership & Communications Coordinator**

27 Under direct supervision of the Executive Director, produces agency communications for the public,
manages social media accounts, newsletter and website communication and fields incoming media
requests. Supports the Executive Director in developing and maintaining relationships with
municipalities, community members, businesses, law enforcement, emergency service providers, trail
advocacy groups and California Native American Tribes and tribal organizations. Partnerships will
facilitate robust participation and involvement in trail planning, management and stewardship to ensure
Native American communities and other underrepresented groups receive equitable benefits from the
trail.

Volunteer & Student Intern Coordinator

1 Under guidance from the Executive Director and management team, this position oversees a volunteer
2 and student intern program for the agency that includes developing partnerships with other agencies and
3 recruiting and training volunteers and student interns. This involves creating and maintaining
4 relationships with schools, colleges, universities, apprenticeship and other training programs to support
5 workforce development and agency goals. Works with the management team to identify short-term
6 projects appropriate for students and more long-term, ongoing trail maintenance and stewardship roles for
7 volunteers.”

8 2. Handbook Sections 0204.3 (CalPERS Retirement Contribution), 0204.4 (Medical Insurance),
9 204.5 (Dental Insurance), and 0204.6 (Vision Insurance), are hereby deleted and replaced with
10 the following language:

11 **“0204.3 CalPERS Retirement Contribution**

12 GRTA participates in the California Public Employee Retirement System (CalPERS). GRTA
13 contributes a percentage of the employee’s salary to CalPERS and there is a mandatory
14 employee contribution. Employees can manage their CalPERS account at
15 <https://www.calpers.ca.gov/>.

16 **204.4 Medical Insurance**

17 GRTA pays \$1,000 per month toward medical insurance plans offered through CalPERS for full-
18 time employees. Employees may utilize the full amount toward eligible coverage for themselves
19 and dependents.

20 **204.5 Dental & Vision Insurance**

21 GRTA pays 100% of monthly dental and vision insurance premiums for full-time employees and
22 a maximum of \$50 per month for their dependents to be enrolled in coverage. The agency pays
23 75% of monthly dental and vision insurance premiums for part-time employees that work at least
24 20 hours per week.

25 **204.6 Employee Assistance Program**

26 GRTA provides complimentary access to an Employee Assistance Program for all employees.
27 Program benefits may change but typically include mental health and legal referral services,
parent coaching, identity theft assistance, and visits with a substance abuse counselor or mental
health professional.”

3. Handbook Section 400 (Travel Policy) is hereby deleted and replaced with the following
language:

1 **“0400 Travel Policy**

2 This chapter provides guidance on work-related travel and reimbursement rates for meals,
3 incidentals, lodging and mileage for personal vehicle use. Employees may frequently travel
4 throughout Marin, Sonoma, Mendocino, Trinity and Humboldt counties to conduct work on the
5 trail and GRTA property or to attend meetings, trainings and conferences. Other in-state and out-
6 of-state travel may also be authorized. Travel authorizations are approved by the employee’s
7 manager, supervisor or the Executive Director and the decision is made based on the value of
8 work to be completed or knowledge and skills to be gained, and available funding. The most
9 economical method of transportation will be used, considering the employees’ time. Employees
10 will plan their route efficiently to avoid backtracking and duplicate travel whenever possible.

11 ***0401 Basic Policies***

12 GRTA reimburses employees for meals, incidentals and lodging while on work-related travel at
13 rates established in [CalHR Policy Manual Section 2203 – Allowances and Travel](#)
14 [Reimbursements](#).

- 15 • Commercial lodging establishments such as hotels, motels, hostels, bed and breakfast
16 inns, public campgrounds, or short-term rentals (such as Airbnb) are eligible for
17 reimbursement. In areas where suitable lodging cannot be found at the state rate, a higher
18 amount may be authorized by a supervisor, manager or the Executive Director.
- 19 • Lodging and/or meals included in hotel expenses, conference and registration fees,
20 transportation costs such as airline tickets, or otherwise provided shall not be claimed for
21 reimbursement. Employees who are unable to consume meal(s) provided with lodging or
22 conference attendance due to time constraints or dietary needs may be reimbursed in
23 accordance with the established per diem rates provided an alternate meal was purchased.
24 Snacks and continental breakfasts like rolls, juice, and coffee are not considered meals.
- 25 • For travel lasting 24 hours or more, employees may claim reimbursement for meals at the
26 current state-established per diem rate based on the following timeframes:

27 First day of travel:

- Trip begins at or before 6 am - Breakfast may be claimed
- Trip begins at or before 11 am - Lunch may be claimed
- Trip begins at or before 5 pm - Dinner may be claimed

Continuing travel after 24 hours:

- Trip ends at or after 8 am - Breakfast may be claimed
- Trip ends at or after 2 pm - Lunch may be claimed
- Trip ends at or after 7 pm - Dinner may be claimed

Fractional day travel (trips less than 24 hours):

- Trip begins at or before 6 am and ends at or after 9 am - Breakfast may be claimed

- 1 ▪ Trip begins at or before 4 pm and ends at or after 7 pm - Dinner may be
2 claimed
- 3 ○ If the fractional day includes an overnight stay, receipted lodging may be claimed.
4 No meal or lodging expenses may be claimed or reimbursed more than once on
5 any given date or during any twenty-four (24)-hour period. Employees may not
6 claim lunch or incidentals on one-day trips. When trips are less than 24 hours and
7 there is no overnight stay, meals claimed are taxable.

8 GRTA reimburses employees for use of their personal vehicle for work-related travel at the
9 approved IRS standard mileage rate, which is typically updated annually. Other modes of
10 transportation such as shared bicycle and scooter services, rental cars, taxis or rideshare services
11 are also eligible for reimbursement when determined to be the most efficient mode of travel on
12 work-related business.”

13 Introduced and adopted this ____ day of _____, at a meeting of the Board of Directors of
14 Great Redwood Trail Agency by the following vote:

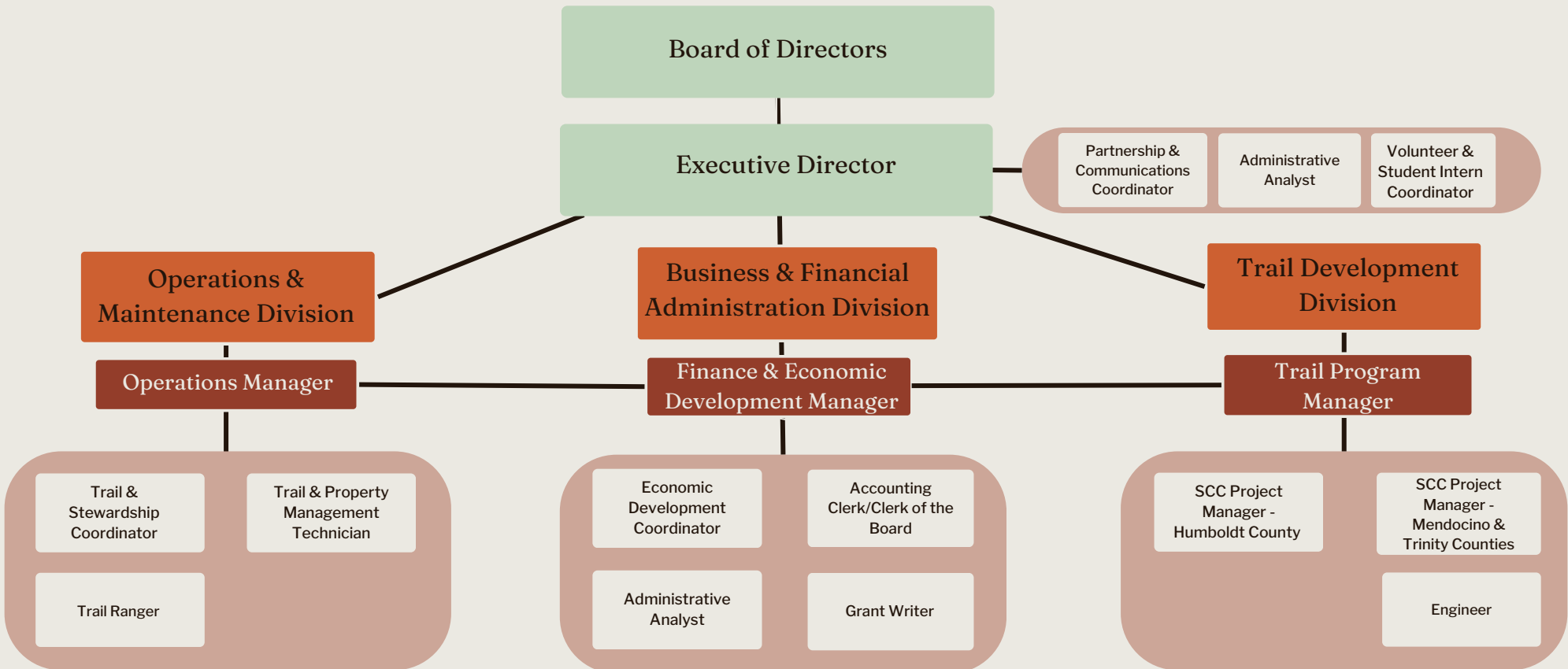
15 AYES:
16 NOES:
17 ABSENT:

18
19 _____
20 GRTA Chair
21 Mary Sackett

22 ATTEST:
23 _____
24 GRTA Executive Director
25 Elaine Hogan
26
27



Organizational Structure



2025 HEALTH BENEFITS PROGRAM

MEDICAL BENEFITS & ANCILLARY COVERAGES





Special District Risk Management Authority is a public agency formed under California Government Code Section 6500 et seq. to provide a full-service risk management program for California's local governments including property, liability and workers' compensation coverages. In addition, SDRMA is an administrator of the Small Group Health Benefits Program under Public Risk Innovation, Solutions, and Management (PRISM).

The Health Benefits Program consists of Medical Benefits and Ancillary Coverages. Medical Benefits includes plans by Blue Shield, Anthem-Blue Cross and Kaiser. Most Blue Shield and Anthem-Blue Cross plans have prescription drug programs provided by Express Scripts. Ancillary Coverages include Delta Dental, VSP Vision, VOYA FINANCIAL Life, Short Term Disability, Long Term Disability and Concern Employee Assistance Program. Public agencies can select which programs they would like to join subject to underwriting approval.

We realize selecting a health plan for your agency and your employees is just one of the key decisions you are faced with on an on-going basis. This important decision involves not only the cost of various providers and plans, but also access to doctors and hospitals, prescription drug services, and other additional programs and services. The combination of medical plans and providers that is right for your agency depends on a variety of factors, such as your preference for a Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO); your premium and out-of-pocket costs; and the need for access to specific doctors and hospitals.

We understand that comparing health plan benefits, features and costs can be complicated. This brochure provides information that will help simplify your decision making process. Our enrollment process is easy and only requires a few simple steps.

For more information, please contact us at **800.537.7790**. We are ready to serve you!

IMPORTANT TERMS TO KNOW

You may see and hear some unfamiliar terms as you begin to use your health plan. It's important that you understand these terms so you can get the most out of your coverage.

Premium • This is the amount you pay every month to SDRMA to maintain your health insurance coverage.

Co-pay • This is a fixed amount you pay for certain covered services, like doctor's visits.

Calendar Year Deductible • This is the fixed amount some plans require you to pay before the plan begins to pay its share for covered benefits.

Coinsurance • Once you have paid your full deductible, this is the percentage owed by you to pay for accessed services. This can fluctuate based on the cost the provider is charging and/or what has been agreed to between the Medical carrier and the Provider. Coinsurance is unlike Co-pay which is always a flat dollar amount.

Maximum Medical Out of Pocket • This is the maximum you'll pay per year for medical services before your medical plan begins to pay for 100% of services, protecting you and your family from catastrophic medical expenses. Most of your co-payments, deductibles and coinsurance payments will be counted toward this limit.

1. Entity must be a public agency formed under California law.
2. Entity must have a minimum of two full-time active employees to join. An active full-time employee is an employee who is eligible for enrollment in employee sponsored benefits paid for by the Entity. Part-time employees may be considered active employees only if they are currently part of the benefit eligible population and work a minimum of twenty hours weekly.
3. **Active Employees:**
Medical Benefits - Entity must contribute a minimum of 75% of the cost for active employees.
Ancillary Coverages - Entity must contribute a minimum of 75% of the cost for active employees.
4. **Dependents:**
Medical Benefits - If the Entity offers coverage to dependents, it is recommended the Entity contribute a minimum of 50% of the cost for dependents.
Ancillary Coverages - If the Entity offers coverage to dependents, it is recommended the Entity contribute a minimum of 50% of the cost for dependents.
5. **Retirees:**
Medical Benefits - Entity may offer coverage to retirees.
Ancillary Coverages - Entity may offer coverage to retirees. Retirees are only eligible for Dental and Vision.
6. **Public Officials:**
 Entity may offer coverage to public officials (board members, etc.) only if they are currently being covered and Entity's enabling act, plans and policies allow it. Entity is required to cover 75% of the cost for public officials when covering their medical benefits/ancillary coverages. Participation for public officials is limited to their term of office.
7. Entity must have at least 75% of eligible employees (and public officials if they are offered coverage by the Entity) enrolled in order to participate. Public Officials, retirees and dependents may not be covered unless active employees are covered.
8. Premiums are based on a full month. There are no partial months or prorated premiums and participant changes will be effective first of the month following the qualifying event. The waiting period for medical benefits/ancillary coverages is effective 1st of the following the date of hire of an employee.
9. The maximum dependent child age is 26. Disabled dependent children are not subject to the dependent age restrictions; however, a verification form will be required certifying the disability.
10. Each prospective new Entity must complete and submit the SDRMA Interest Forms including a large claimant disclosure form (Medical Benefits only) detailing any knowledge of and information pertaining to large and/or ongoing claims. Each Entity is subject to underwriting review and may or may not be accepted for coverage. The underwriting process may take up to two weeks for completion.
11. Entity's governing body must approve a resolution authorizing participation in SDRMA's health benefits program and execute the Memorandum of Understanding (MOU).
12. Once an Entity is approved by underwriting they must submit the Resolution and MOU to SDRMA 45 days before the requested effective date of coverage.
13. *Medical Benefits* - Not all Plans will be offered and available to Entities joining the medical benefits program. The Access+ HMO 15, HMO 20 and Kaiser Plans are not available in all areas. Please check with SDRMA at the time you are submitting your request for underwriting approval to see if the HMO plans are available in your area. Entities selecting one of the medical benefits program High Deductible Health Plans (HDHP) are responsible for adhering to IRS rules, regulations and maintenance of the Health Savings Account (HSA). SDRMA does not provide HSA services but can provide contact information for a financial institution that currently offers this type of service.
14. **Plan Selections and Combination Guidelines:**
Medical Plan Selection
 Subject to underwriting review and approval:
 - 2-100 enrolled lives: 2 plans + 1 Kaiser plan
 - 101-200 enrolled lives: 3 plans + 1 Kaiser plan*Medical Plan Combinations*
 - Only 1 HMO or HDHP plan may be offered to an employee group
 - Future plan changes are subject to review and approval by underwriting. An entity cannot offer a Silver PPO plan and a Bronze PPO plan at the same time per Underwriting guidelines.
Ancillary Coverages - Entity will choose the particular dental, vision, life, short term disability and/or long term disability option to offer its employees.

Ancillary Plan Selections
 Subject to underwriting review and approval:
 - 2-50 enrolled lives: 1 Dental PPO plan and 1 *Dental HMO plan may be offered to an employee group. 1 Vision plan may be offered to an employee group. 1 Short Term Disability Plan may be offered to an employee group. 1 Long Term Disability Plan may be offered to an employee group.
 - Future plan changes are subject to review and approval by underwriting
 * *Dental HMO is not available in all areas. Please check with SDRMA at the time you are submitting your request for underwriting approval to see if the Dental HMO plan is available in your area*



ANCILLARY COVERAGES SUMMARY

DELTA DENTAL PPO – RATES GUARANTEED UNTIL JANUARY 1, 2026

*See page 3, note 14 for Plan Selections and Combination Guidelines

DENTAL BENEFITS	Low Plan	
	PPO	Non-PPO
Calendar Year Maximum	\$1,000	\$500
	(Per patient per calendar year)	
Calendar Year Deductible Individual / Family	\$50 / \$150 (Waived for Preventive)	
Age Limitations	Dependents to Age 26	
Diagnostic and Preventive	100%	100%
Oral Exam		
Routine Cleaning		
X-Rays		
Fluoride Treatment		
Space Maintainers		
Specialist Consultations		
Basic Services	80%	80%
Fillings		
Endodontics (Root Canal)		
Periodontics (Gum Treatment)		
Tissue Removal (Biopsy)		
Extractions & Other Oral Surgery		
Sealants		
Major Services	50%	50%
Crown Repair		
Inlays, Onlays		
Cast Restorations		
Bridges		
Partial and Full Dentures		
Orthodontics	Not Covered	
Eligible for Benefit	Not Covered	
Lifetime Maximum		

(Employer Contributes 51-100% of dependent cost):

Rates	
Employee Only	\$30.69
Employee + 1 Dependent	\$52.43
Employee + 2 or More Dependents	\$84.56

(Employer Contributes 0-50% of dependent cost):

Rates	
Employee Only	\$30.69
Employee + 1 Dependent	\$55.83
Employee + 2 or More Dependents	\$92.39

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.



DENTAL HMO BENEFITS

*See page 3, note 14 for Plan Selections and Combination Guidelines

DENTAL HMO BENEFITS	DeltaCare Plan 10A Participating Providers (You Pay)	DeltaCare Plan 11A Participating Providers (You Pay)	DeltaCare Plan 12A Participating Providers (You Pay)
Diagnostic and Preventive			
Periodic Oral Evaluation	No Charge	No Charge	No Charge
X-Rays	No Charge	No Charge	No Charge
Teeth Cleaning	No Charge	No Charge	No Charge
Topical Flouride	No Charge	No Charge	No Charge
Sealants - per tooth	\$5	\$10	\$10
Restorative			
Amalgam Filling 1-4 Surfaces	\$0	\$0	\$5 - \$20
Resin - one surface, anterior	\$0	\$0	\$22
Endodontics (Root Canal Therapy)			
Pulp Cap	No Charge	No Charge	No Charge
Therapeutic Pulpotomy	\$0	\$0	\$15
Root Canal Therapy - anterior	\$45	\$55	\$85
Periodontics			
Gingivectomy - per quadrant	\$80	\$130	\$135
Osseous Surgery - per quadrant	\$175	\$280	\$300
Scaling and Root Planning - per quadrant	\$0	\$25	\$40
Oral Surgery			
Extractions - Impacted tooth: soft tissue	\$25	\$50	\$55
Extractions - Impacted tooth: partial bony	\$50	\$70	\$75
Extractions - Impacted tooth: full bony	\$70	\$90	\$95
Prosthodontics			
Complete - Upper or Lower	\$100	\$145	\$215
Immediate - Upper or Lower	\$120	\$165	\$235
Partial Denture - Upper or Lower	\$120	\$160	\$240
Crown and Bridge			
Inlay / Onlay	\$0	\$0	\$45 - \$55
Crown - Porcelain/Ceramic Substrate	\$195	\$240	\$295
Crown - Porcelain Fused to High Noble Metal	\$195	\$240	\$295
Crown - Full Cast High Noble Metal	\$170	\$210	\$260
Orthodontics - comprehensive			
Child to age 19	\$1,700	\$1,700	\$1,700
Member over age 19	\$1,900	\$1,900	\$1,900

DENTAL HMO RATES – RATES GUARANTEED UNTIL JANUARY 1, 2027

	PLAN	Employee	Employee + 1	Employee + 2 or More
Region I Los Angeles, Tulare, Ventura	DeltaCare 10A	\$19.98	\$35.64	\$52.53
	DeltaCare 11A	\$17.30	\$30.80	\$45.11
	DeltaCare 12A	\$16.79	\$29.77	\$43.88
Region II Alameda, El Dorado, Fresno, Imperial, Kern, Kings, Lake, Madera, Monterey, Napa, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Mateo, Santa Clara	DeltaCare 10A	\$19.98	\$35.64	\$52.53
	DeltaCare 11A	\$17.30	\$30.80	\$45.11
	DeltaCare 12A	\$16.79	\$29.77	\$43.88
Region III Alpine, Amador, Calaveras, Colusa, Contra Costa, Del Norte, Glenn, Inyo, Lassen, Mariposa, Mendocino, Merced, Modoc, Mono, Nevada, Placer, Plumas, San Benito, San Francisco, San Joaquin, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Tehama, Trinity, Tuolumne, Yuba	DeltaCare 10A	\$20.70	\$36.87	\$54.38
	DeltaCare 11A	\$17.92	\$31.83	\$46.76
	DeltaCare 12A	\$17.30	\$30.69	\$45.22
Region IV Humboldt, Marin, Santa Barbara, Santa Cruz, Shasta, Sutter, Yolo	DeltaCare 10A	\$21.32	\$37.90	\$55.93
	DeltaCare 11A	\$18.44	\$32.75	\$48.20
	DeltaCare 12A	\$17.72	\$31.42	\$46.25
Region V Butte, San Luis Obispo	DeltaCare 10A	\$41.61	\$71.48	\$105.47
	DeltaCare 11A	\$38.73	\$66.23	\$97.64
	DeltaCare 12A	\$37.90	\$64.79	\$95.48

VSP VISION – RATES GUARANTEED UNTIL JANUARY 1, 2026

*See page 3, note 14 for Plan Selections and Combination Guidelines

VISION BENEFITS	Option 1		Option 2	
	In-Network	Non-Network	In-Network	Non-Network
Co-pay	\$25 for Exam and/or Materials		\$25 for Exam and/or Materials	
Exam	Covered after Co-pay	Plan pays up to: \$50	Covered after Co-pay	Plan pays up to: \$50
Lenses				
Single	Covered after Co-pay	\$50	Covered after Co-pay	\$50
Bifocal	Covered after Co-pay	\$75	Covered after Co-pay	\$75
Trifocal	Covered after Co-pay	\$100	Covered after Co-pay	\$100
Frames	\$130 Allowance 20% off amount over allowance	\$70	\$130 Allowance 20% off amount over allowance	\$70
Contact Lenses - Elective	\$130 Allowance	\$105	\$130 Allowance	\$105
Contact Lenses - Medically Necessary	Covered after Co-pay	\$210	Covered after Co-pay	\$210
Contact Exam and Fitting	Up to \$60	\$0	Up to \$60	\$0
Frequency of Services				
Eye Examination	12 months		12 months	
Lenses	24 months		12 months	
Frames	24 months		24 months	
Contact Lenses ¹	24 months		12 months	
Rates				
Employee Only	\$6.59		\$7.62	
Employee + 1 Dependent	\$12.77		\$14.83	
Employee + 2 or More Dependents	\$20.19		\$23.48	

¹ Contact lenses are in lieu of spectacle lenses and frames

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

VSP VISION – RATES GUARANTEED UNTIL JANUARY 1, 2026

*See page 3, note 14 for Plan Selections and Combination Guidelines

VISION BENEFITS	Option 3		Option 4		Option 5	
	In-Network	Non-Network	In-Network	Non-Network	In-Network	Non-Network
Co-pay	\$15 for Exam and/or Materials		\$25 for Exam and/or Materials		\$0 for Exam and/or Materials	
Exam	Covered after Co-pay	Plan pays up to: \$50	Covered after Co-pay	Plan pays up to: \$50	Covered after Co-pay	Plan pays up to: \$50
Lenses						
Single	Covered after Co-pay	\$50	Covered after Co-pay	\$50	Covered	\$50
Bifocal	Covered after Co-pay	\$75	Covered after Co-pay	\$75	Covered	\$75
Trifocal	Covered after Co-pay	\$100	Covered after Co-pay	\$100	Covered	\$100
Frames	\$130 Allowance 20% off amount over allowance	\$70	\$130 Allowance 20% off amount over allowance	\$70	\$130 Allowance 20% off amount over allowance	\$70
Contact Lenses - Elective	\$130 Allowance	\$105	\$130 Allowance	\$105	\$130 Allowance	\$105
Contact Lenses - Medically Necessary	Covered after Co-pay	\$210	Covered after Co-pay	\$210	No Co-pay	\$210
Contact Exam and Fitting	Up to \$60	\$0	Up to \$60	\$0	Up to \$60	\$0
Frequency of Services						
Eye Examination	12 months		12 months		12 months	
Lenses	12 months		12 months		12 months	
Frames	24 months		12 months		12 months	
Contact Lenses ¹	12 months		12 months		12 months	
Rates						
Employee Only	\$8.03		\$10.92		\$17.41	
Employee + 1 Dependent	\$15.45		\$21.42		\$34.20	
Employee + 2 or More Dependents	\$24.62		\$34.09		\$54.80	

¹ Contact lenses are in lieu of spectacle lenses and frames

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

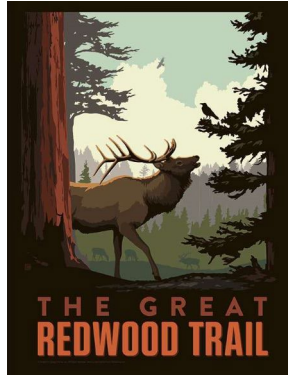
CONCERN AND CONCERN+ EMPLOYEE ASSISTANCE PROGRAMS

Employee Assistance Program	Concern Standard Plan-Rates Guaranteed Until July 1, 2026	Concern+ First Responder Plan-Rates Guaranteed Until January 1, 2025
Number of Sessions/Frequency	3 Face to Face, telephonic/web-video, live chat sessions per incident per member	10 Face to Face, telephonic/web-video, live chat sessions per incident per member
Employee Services	Telephonic Counseling & Referral for Counselling Sessions	Telephonic Counseling & Referral for Counselling Sessions
Work Life	Life Management Services	Life Management Services
Legal	Legal Referral Service - One 30 minute session and 25% discount if attorney retained	Legal Referral Service - One 30 minute session and 25% discount if attorney retained
Dependent Care	Child & Elder Care Referral Service	Child & Elder Care Referral Service
Financial	Up to two 30 minute sessions - Financial Consultations to include Pre-retirement and tax consultations	Up to two 30 minute sessions - Financial Consultations to include Pre-retirement and tax consultations
Parent Coaching	3 telephonic sessions/year (60 minutes initial/30 minutes follow-up)	3 telephonic sessions/year (60 minutes initial/30 minutes follow-up)
Employer Services		
Brown Bag Seminars	150 hours/year (pooled)	\$400/hour (culturally competent trainers)
CISD – Critical Incident Stress Debriefing	150 hours/year (pooled)	\$450/hour (culturally competent trainers)
Management Consultations	Unlimited	Unlimited
Management Training	Included w/Brown Bag Seminars	\$400/hour (culturally competent trainers)
Virtual Orientation	No Limits	No Limits
Reports	Annual Utilization Reports	Annual Utilization Reports
Newsletter and Collateral Materials	Yes, No Charge	Yes, No Charge
Internet Service	employees.concernhealth.com	employees.concernhealth.com
Identity Theft Assistance	60-minute free consultation with a trained fraud resolution specialist	60-minute free consultation with a trained fraud resolution specialist
Substance Abuse Professional	10 Visits (no additional charge)	10 Visits (no additional charge)
EAP Rate – Per Employee Per Month	\$3.32	\$10.85



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sdrma.org



GREAT REDWOOD TRAIL AGENCY Special Board of Directors Meeting

MINUTES

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

A. CALL TO ORDER

Chair Hart called the meeting to order at 10:30 a.m.

B. ROLL CALL

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

Directors Absent: Haschak and Hunerlach.

Other Present: GRTA General Manager – Elaine Hogan, Legal Counsel – Elizabeth Coleman, GRT Project Mangers - Louisa Morris and Hannah Bartee, and Recording Secretary – Hiedy Torres.

C. AGENDA APPROVAL

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

Motion Carried:

AYES: 7 – Mulheren, Bagby, Madrone, Campbell, Hagele, Sackett, and Chair Hart.

NOES: 0

ABSENT: 2 – Haschak and Hunerlach.

ABSTAIN: 0

D. PUBLIC COMMENT

Michael Evenson, Lost Coast Ranch – This comment was received prior to the meeting, was distributed to the Board, and will be included in the minutes.

Jason Bezis, Attorney for TRANSDEF – This comment was received prior to the meeting, was distributed to the Board, and will be included in the minutes.

Gary Rynearson, 1st Vice Chair, The Buckeye – The written version of this comment was provided at the meeting and will be included in the minutes.

Chris Peters, President of 7th Generation Fund for Indigenous Peoples – He expressed concern with the trail proposal being blazed through traditional territory. He said that Indigenous People are different people with certain rights that we need to be aware of, including the Resolution of Indigenous Rights accepted by the President of the United States in 2007, which calls for free prior informed consent of the tribes. Mr. Peters stated that he firmly opposes the trail, and that several tribal groups are supporting this stance and are opposed to the Great Redwood Trail.

Perry Lincoln – He agreed with The Buckeye comments and what Chris had to say. Mr. Lincoln asked for consultation and to have the Kinst'e and Wailaki people, representing from North Fork to the Weott area and tribes north and south of us, to have support, consultation, and to be notified when consultations take place. He said that they were at the Board meeting as a coalition of people who have concerns because the native people did not have a voice when the railroad came through and that the bones of their slaughtered ancestors are still under those tracks. He stated that people have been looting and vandalizing those areas for years and that native people have had no way to protect, preserve, visit, or hold ceremonies at those sites. He expressed that only native people have the right to have access to those cultural resources and should be included in trail planning.

Nikcole Whipple, Round Valley Indian Tribes Member – Ms. Whipple said she is a Yuki descendant, as well as a Little Lake Pomo and that she was here today in support of the Kinst'e Tribe and all the Eel River Tribes, to continue to protect the river. She said that she was not here to disagree with the trail in general but considered it offensive to have a tourist attraction slapped down on their territories. She expressed that this is not something that is in the past, but current, and that they come with these concerns and issues today. Ms. Whipple stated that there are families in need of housing, healthcare, and mental health and for all those issues we don't need a trail. She said she is a fond supporter of putting our children outside in the natural environment and rebuilding those relationships with the Earth, but trail contradicts all the fights they have had as Native people, to steward, bring back and revitalize their lands.

Michelle Merrifield, Round Valley Tribal Member and Resident – Ms. Merrifield voiced her opinion in opposing the trail and sees no benefits from it. She said that as an indigenous person, she is spiritually and culturally bound by the land, and to Mother Earth, and her DNA runs deep in the rivers and mountains. She stated that she is bound to preserve and protect the land, the rivers, and the wildlife. When she sees the abandoned railroad, she sees trash and a railroad that has been abandoned for over fifty years. She wants to see it properly cleaned up, trash disposed, and the metal sitting in the river recycled. She expressed concerns about trash, homelessness, safety issues related to lack of cell phone service and access for emergency personnel, and desecration of tribal lands and village sites.

Vernon Wilson, Cahto Nation, Laytonville – Mr. Wilson shared support for the Wailaki Nation and addressed the spiritual connection indigenous people have to the land and how they see things differently. He expressed that as a Native American, he believes everything has a life and that all these things are sacred for 1,000 years and more. As a cultural monitor and cultural resources preservation officer, he understands that there is more value in that land than monetary value. Mr. Wilson shared concerns about wildfires, the safety of resources, and the protection of resources being done in a Western vision rather than through a native lens. He said the Indigenous people have an inherited responsibility to treat the land in a cultural way and they should be put back on the land have priority in saying on how the land is used.

Quentin Bell – I am being harassed by the Eureka PD and being told I am breaking laws. The neighbors are breaking the law and violating my civil rights under Civil Code 325, adverse possession. I filed a complaint with the city about his business license and am being treated unfairly.

Dir. Mulheren – She clarified that this was a meeting for the GRTA, suggested he speak with the City, and thanked Mr. Bell for his comments.

Richard Gienger – He stated that he sent three documents this morning and would like the board to review those documents, including 1) a copy of the EPIC vs JOHNSON court document which discusses timber harvesting on land that has Native archeological sites and an impact upon the natural environment; 2) a partial history of The Archeology Program of Cal Fire; and 3) a news article that summarizes aspects of the relationship between the laws of the land and native people. Mr. Gienger requested that the Board restart this project with tribal involvement in the management of state-owned land and state-controlled right-of-way.

Melodie Meyer, Environmental Protection Information Center (EPIC) – Ms. Meyer stated that EPIC supports the Great Redwood Trail in general and understands the importance of the project for river restoration and long-term conservation and connecting people to the outdoors and natural spaces. She said that this is a wonderful pursuit and has many benefits including; education for the public, and increased support for other conservation projects. She also expressed that she's speaking about this issue as an indigenous woman and hopes that the board understands that there is an opportunity here for restorative justice for tribes. She suggested several steps the board can take to show that they are going to be good partners and

include tribes in the process. Her suggestions were that the Board have a position for a tribal representative, that the Board consult tribes early on, that they provide more funding for tribes and tribal representatives to attend consultation meetings, that there be more direct communication between the Board and tribes, and the Board needs to have cultural and indigenous language representation on the project so that the public can be educated on the history of this area and the Eel River. She expressed that without this representation, that this is erasure of people, and it is not appropriate to move forward without that component in place.

Brian [no last name provided] – He asked for the Great Redwood Trail Agency to listen with their hearts and reset this project because he believes there has not been prior informed consent from the tribes and the community. He described the former railroad right-of-way as a ceremonious place and expressed that people should have a right to their ancestral homeland.

Merry Kate Lowry, Northern California Tribal Court Coalition – Ms. Lowry said that she was there to support the tribes in the area and to state that these tribes were not informed about this project, prior consent needs to happen, and that this process of consultation needs to be reset. She told the Board to see this as an exciting healing process and gave examples of land back and co-management projects in Humboldt County by the National Parks Service, State Parks, and the City of Eureka. Ms. Lowry asked the Board to participate in consultation and co-management.

Georgina Quinn – Ms. Quinn echoing what she's heard about this healing process, expressing support for resetting the process and seeking consent. She said that if there is not a reset with inclusion of these indigenous tribes and people, it will be a continuance of historical trauma. She feels this is an exciting opportunity for people to work on building relationships.

Taylor Ann Finch – She expressed support of the voices she heard today, including the Wailaki Coalition, and repeats that there should be a restart of the process with meaningful conversations. Ms. Finch said that everything that has been discussed here is possible when there are people at the table to talk about the history of what has happened and make it more apparent. This would pave the way for the agency to have an opportunity to correct this mistake of not communicating with our tribal members across the board. She shared the need to protect the rights of the trees, the water, and the animals, and this project needs to be more holistically considered.

David Shonbrunn, President, Transportation Solutions and Defense Education Fund (TRANSDEF) – He shared thanks for reinstating access to these meetings via ZOOM because it would be a burden for me to attend these meetings in person as he no longer own a car as an environmentalist. He expressed that as a bonus of Zoom, he had the opportunity to hear indigenous voices from people that he would otherwise never run into because they live in a remote area, and that it was profoundly moving to hear their comments.

Mike Pechner, North Coast Rails with Trails – He said he is working with a coalition called North Coast Rails with Trails and is concerned about the section between Cloverdale and Willits, where the coalition’s goal is to restore freight service. Railbanking this section is not something they want to see. They intend to work with indigenous people and all the tribes along the line and the Russian River. North Coast Rails with Trails has met with stakeholders, shippers, and other people who would like to take traffic off U.S. 101. He shared that there are several lumber companies that want freight rail service; two in Cloverdale, five in Ukiah, and two in Willits. Mr. Pechner stated that the use of rail freight instead of trucks would reduce traffic and greenhouse gas emissions along the corridor, would be more efficient, and would reduce the current health effects and pollution of the Russian River from truck traffic.

Brenda Juarez, Loleta Community Member – Ms. Juarez introduced herself as an advocate for Loleta. She thanked previous commenters for their comments, saying she has learned a lot from hearing their voices. Ms. Juarez shared that she works in a school that the majority is Native American or Latinx, and feels voices have not been heard, so she wanted to reiterate that our youth are watching. They deserve this healing, should be a part of this conversation, and their knowledge will be a part of the trail’s future.

Shannon Wilhite, Kinest’e Community Coalition, Attorney for Native Health and Native Hands – Ms. Wilhite stated that Indigenous people in this area have had their families, their land, and their rights all stolen without any prior consultation; more recently, it seems like native rights are gaining some ground. She asked that California and the Great Redwood Trail Agency recognize the sovereign rights of the Indigenous people and acknowledge that they are the true original owners of the land and know how to manage the land in a way that is sustainable. She shared that many native groups are asking that the trail be rerouted to avoid their original lands and expressed that this is a spot where trail planning has not valued the native people’s input. Ms. Wilhite expressed that she would like to see the Great Redwood Trail work with indigenous people in a nation-to-nation relationship, step backwards to reorganize the structure to have tribal input on the decision-making process, hire and train cultural monitors, increase funding for outreach efforts, and present to Tribal Councils.

Jama – No audio connection was made. No comment made.

E. REPORT FROM CHAIR OF BOARD – Caryl Hart

Chair Hart – To respond to comments made here today, the agency’s intention is to have a wide-open approach to public input as it’s on the GreatRedwoodTrailPlan.org website, all current and future meetings, and tribal outreach. Saying that, this process is just beginning, and we are going to begin the CEQA process for the Master Plan and that is the formal process for addressing many of the concerns that have been brought here today. We intend to engage with tribes during this process and fully involve tribal communities.

Chair Hart asked for a Master Plan update from GRT Project Manager, Louisa Morris.

Louisa Morris, GRT Project Manager – The Coastal Conservancy has sent out two rounds of letters to Tribal Chairs, THPOs, and contacts on the Native American Heritage Commission

(NAHC) list over the course of the project. One letter went about two-years ago, and another in October 2022, with the kickoff of the Master Plan process. The letters offered government to government consultation and opportunities to meet. North Coast Opportunities, Redwood Community Action Agency, and the GRT Project Managers from the Coastal Conservancy followed up on those letters via email, phone calls, and by making visits to tribal offices. We have made great efforts to reach out to California Native American tribes and engage them in the project. We offered a webinar for tribes two years ago and one in February of 2024 and both were well attended with 16 people from 11 different tribes present. We contacted several Wailaki family groups, who are not on the NAHC contact list, to ask for tribal input and contacted other tribes that are not federally recognized as well. We offered several workshops, which included one in Covelo and others in Humboldt County. GRTA wants to collaborate with California Native American tribes to co-create the Great Redwood Trail and have cultural sensitivity to see this as an opportunity to heal wrongs from the past and to work together. The Master Plan will come out on April 3rd and you will see that we really endeavored to capture the comments and concerns that have been expressed by tribes, and to lay out some next steps together. We've been working with a group from Alderpoint that has applied to the Coastal Conservancy for a grant to do planning and coordination with the Kinest'e Coalition to start looking more closely at tribal concerns and considerations in their local area and to conduct tribal cultural resource studies in about a four-and-a-half-mile stretch of the trail around Alderpoint. As Chair Hart mentioned, we will be kicking off a programmatic EIR process and will have a scoping meeting on May 14th. Part of this process will be an AB 52 consultation with California Native American tribes, so it will be another opportunity to work with tribes to address concerns and propose mitigation and protection measures for any ancestral lands, ceremonial sites, cultural sites, or native plants. We are endeavoring to work with our tribal partners and community members to make sure this project is the best possible project for everyone.

Chair Hart – We welcome all members of the public, your comments and concerns, and our goal moving forward is to work together in a respectful way.

Chair Hart gave a railbanking case update.

Chair Hart – On March 14th, The Great Redwood Trail Agency filed its Notice of Intent to File Application for Adverse Abandonment of the Mendocino Railway Line, at the same time, the Great Redwood Trail Agency filed its Environmental and Historic Report for the abandonment, which states that the Great Redwood Trail Agency will file its application on or about April 5th. Once filed, all parties will have 45-days to submit comments in support, opposition, or make general comments. This notice has been published in The Ukiah Daily Journal in accordance with Surface Transportation Board requirements. After filing the application, the Board will also provide notice of the preceding in the Federal Register. The Surface Transportation Board's Office of Environmental Analysis will review the Environment and Historic Report and provide its own report of the abandonment, request comments on the Environmental Report and historical impact of the abandonment, and at some point, issue an Environmental Assessment. Once comments have been submitted and an environmental review completed, the STB will issue a decision. There is no time requirement on issuance of STB decisions.

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.

Chair Hart called for public comment.

Nikcole Whipple – Pointed out that the Impact Reports should have comments from the tribes and that trust responsibilities be brought up to the tribes. Asked that in these agreements and considerations, that the agency is aware that FERC modeled a process of no longer permitting without the consent of tribes.

Chris Peters – Expressed his concern with the approach to tribal groups and shared that it seems like the process has already started with no opportunity for tribal involvement.

Merry Kate Lowry – Requested that there is no interruption of speakers when there is public commenting. Ms. Lowry said she was impressed by the compassion shown for other commenters here today whose comments were not related to this meeting.

Brian - Agreed with what Chris Peters said and it feels like contracts are being put in place without tribal input or comments. He said these contracts impact the Religious Freedom Act because religious freedom existed before the railroad right of way and he feels that these contracts are being passed without consideration and that it's not acceptable.

Shannon Wilhite – Ms. Wilhite said she would like to reiterate what everyone has stated and point out that these licenses seem like a circumvent to the CEQA process. She strongly encourages the board to consult nation to nation with the tribes in the area prior to approval. She expressed that it matters to the local indigenous people in the area, even if this is just because of a name change. Ms. Wilhite referred to the Declaration of Indigenous Rights requirement for prior consent and asked that the Great Redwood Trail Agency put more money towards contacting more people, doing more outreach, and providing cultural monitors in these rural areas.

Upon Motion by Dir. Sackett, seconded by Dir. Hagele, Executive Director was authorized to execute two (2) License Agreements with Sparetime Supply, Inc.

Motion Carried:

AYES: 7 – Mulheren, Bagby, Madrone, Campbell, Hagele, Sackett, and Chair Hart.

NOES: 0

ABSENT: 2 – Haschak and Hunerlach.

ABSTAIN: 0

Dir. Mulheren – Asked if the Willits tribes had been contacted about this matter.

Executive Dir. Hogan – We are not the lead agency on this project, the City of Willits is the lead and would be the party conducting AB 52 consultation. The City of Willits has adopted CEQA findings with appropriate mitigation measures and GRTA ratified them at our last special meeting.

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.

Chair Hart called for public comment.

Nikcole Whipple – The Round Valley Indian Tribe is the only tribe federally recognized with legislation stating that the Wailaki and Yuki territories will be recognized as well as the Little Lake Pomo. She has concerns about who was consulted about this project and requested that the Round Valley, Redwood Valley, and Potter Valley Indian Tribes be consulted in the future. Ms. Whipple stated that there is state legislation, that came before the Great Redwood Trail legislation, that states tribes will be recognized in the Yuki territory from the Mid Ranges to the Sacramento Valley, all the way to the coast, including from Willits up to Leggett. She said that one third of the proposed trail runs through Yuki territory and the Round Valley Indian Tribe needs to be consulted when projects within these territories are being discussed.

Upon Motion by Dir. Bagby, seconded by Dir. Campbell, Executive Director was authorized to execute License Agreements with Mendocino Forest Products, LLC and Mendocino Redwood Company, LLC.

Motion Carried:

AYES: 7 – Mulheren, Bagby, Madrone, Campbell, Hagele, Sackett, and Chair Hart.

NOES: 0

ABSENT: 2 – Haschak and Hunerlach.

ABSTAIN: 0

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.

Dir. Hagele – This is working great in Healdsburg. How is Zoom working in Eureka?

Dir. Mulheren – Zoom is working great. Having a hybrid format is great for public attendance. I plan to alternate meeting locations if possible and the public will appreciate seeing Board members at both locations.

Dir. Sackett – I appreciate having the virtual meeting capabilities and I will try to alternate the meeting location if scheduling allows. Can we move the November meeting to December 5th to avoid conflict with the California State Association of Counties meeting?

Legal Counsel, Elizabeth Coleman – I recommend not revising the Resolution and for the Board to schedule a Special Meeting on December 5th.

Chair Hart called for public comment.

Shannon Wilhite – Is it possible to allow Zoom attendees to show participant video during the meeting?

Chair Hart – We will fix that and try to make it possible for the next meeting.

Zoom commenter, no name provided - She appreciates having Zoom access and hopes that it continues.

Upon Motion by Dir. Sackett, seconded by Dir. Madrone, the Board approved Resolution 2024-02 to revise the adopted regular meeting calendar for 2024, adopted a policy regarding establishing teleconference participation location for Board and public participation at regular meetings, and approved a special meeting on December 5, 2024.

Motion Carried:

AYES: 7 – Mulheren, Bagby, Madrone, Campbell, Hagele, Sackett, and Chair Hart.

NOES: 0

ABSENT: 2 – Haschak and Hunerlach.

ABSTAIN: 0

4. Annual Presentation from the Timber Heritage Association (THA) to Satisfy Terms of the Memorandum of Understanding between GRTA and THA.

THA President, Sean Oliver provided a brief history of the THA, provided a presentation of slides showing maintenance work performed by the THA, and described various recent, current, and future public events hosted by THA.

Chair Hart called for public comment.

Pete Johnston – Stated that he has served three terms of President with the THA, and is currently the Vice President. Shared that THA is an extremely dedicated group, and they are tickled to see this new youth movement and that brings a new level of professionalism and community dedication to the organization. Mr. Johnston said that in his first term as President of the THA in 2011, they had many interactions with the North Coast Railroad Authority that went on for many years. THA kept the tracks maintained and kept the railroad in the public eye long before the idea of the Great Redwood Trail Agency was conceived. He said that THA became the stewards of the unmaintained rail around Humboldt Bay and have worked with the Eureka Police Department on illegal camping cleanup. He expressed that this has been a very rewarding community experience, THA is along for the ride with the agency transition, and has kept up their end of the bargain and will continue to do so.

Mike Pechner – He stated that the North Coast Coalition for Rails with Trails supports the THA and would like the Great Redwood Trail Agency to support of the previous NCRA setbacks which allow for the legacy NWP Railroad tracks to remain with the GRTA trail next to the tracks. Mr. Pechner believes that the right-of-way is wide enough for the trail to be built with the tracks in place and would help make way for world-class events and the functionality of the THA museum.

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.

Dir. Madrone – I want to commend the Timber Heritage Association for decades of hard work and dedication to try and help preserve the tracks, maintain them, and provide a very beneficial tourism element on portions of Humboldt Bay. He looks forward to continuing to work together and thanked the THA for all their good work.

Chair Hart called for public comment.

David Shonbrunn, Vice President, Train Riders Association of California – We strongly support your approval of this agenda item and appreciate the cooperation of GRTA with THA.

Dir. Sackett – I want to share my appreciation for Sean Mitchell and the work he is doing with students giving them hands-on, real-world experience.

Upon Motion by Dir. Sackett, seconded by Dir. Madrone, the Board approved Memorandum of Understanding between GRTA and the THA.

Motion Carried:

AYES: 7 – Mulheren, Bagby, Madrone, Campbell, Hagele, Sackett, and Chair Hart.

NOES: 0

ABSENT: 2 – Haschak and Hunerlach.

ABSTAIN: 0

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

Dir. Madrone nominated Mary Sackett as Chair of the Board.

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

Upon Motion by Dir. Hagele, seconded by Dir. Bagby, the Board appointed Mary Sackett as Chair of the Board of Directors.

Motion Carried:

AYES: 7 – Mulheren, Bagby, Madrone, Campbell, Hagele, Sackett, and Chair Hart.

NOES: 0

ABSENT: 2 – Haschak and Hunerlach.

ABSTAIN: 0

Upon Motion by Dir. Hagele, seconded by Dir. Bagby, the Board appointed Steve Madrone to continue as Vice Chair of the Board of Directors.

Motion Carried:

AYES: 7 – Mulheren, Bagby, Madrone, Campbell, Hagele, Sackett, and Chair Hart.

NOES: 0

ABSENT: 2 – Haschak and Hunerlach.

ABSTAIN: 0

Dir. Bagby – I want to thank our current Chair for your leadership and moral compass. I also want to thank David Hagele for transitioning us through to the Great Redwood Trail. I want to remind Mary to keep her railroading activities with SMART and we will continue with the trail building here. I wanted to express my gratitude for the real principled leadership that has occurred here, and I have so much trust for the incoming Chair and continuing 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

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

Upon Motion by Dir. Bagby, seconded by Dir. Campbell, the Board approved Consent Calendar items G.1 through G.7 as presented.

Motion Carried:

AYES: 7 – Mulheren, Bagby, Madrone, Campbell, Hagele, Sackett, and Chair Hart.

NOES: 0

ABSENT: 2 – Haschak and Hunerlach.

ABSTAIN: 0

H. STAFF REPORT – Elaine Hogan, GRTA Executive Director

Ms. Hogan reported that the draft Master Plan for the GRT is about to be released publicly on April 3rd, and thanked the board for the comments that you gave. There will be a 60-day public comment period after the release that will end on June 3rd. The Master Plan will be published on the GreatRedwoodTrailPlan.org website and linking will be provided on our main website. Public comments will be received through the website on an online commenting tool, a voicemail number provided for verbal comment, via a “Contact Us” form, and via email.

Also, three public meetings on the draft Master Plan are scheduled, one on April 9th in Eureka, April 10th in Ukiah, and an online meeting on April 17th. Ms. Hogan asked the Board to use handouts and their social media to help advertise and encourage the public and their constituents to attend these community meetings. The in-person meetings are scheduled to be an open house style format where there are different stations that will represent sections of the draft Master Plan. There will be staff and Alta consultants available at each station to answer questions and engage with. Ms. Hogan stated that 14,000 postcards were sent out to property owners within a quarter mile of the GRT corridor, as she hoped to further engage with the GRTA neighbors. An e-newsletter blast is set to go out to over 700 subscribers and a press release is set to go out to the counties the right-of-way covers. The GRTA has radio ads running, social media posts, and the handouts that were mentioned earlier for public distribution, all to publicize the draft Master Plan release, public meetings, and public comment period.

Ms. Hogan next talked about the PEIR mentioned earlier. On May 14th, there will be an online scoping meeting that will kick off the programmatic EIR (PEIR) process. That PEIR is going to guide the analysis of alternatives and mitigation for adoption of the Master Plan and will be helpful to implementing agencies who want to implement individual trail projects under the Master Plan.

Ms. Hogan shared that there is an initial study being done by the California Energy Commission in partnership with the Schatz Energy Research Center at Cal Poly Humboldt to assess different rights-of-way in California for the possibility of locating the electrical lines that are on the proposed wind farm project outside of Humboldt Bay. The GRTA was contacted and Ms. Hogan expressed interest to the consultants in analyzing the GRTA right-of-way for that purpose.

Ms. Hogan then reported on agency operations. She has been working with staff on smoothing out processes for Board materials and updating the GRTA website. GRTA staff have developed a contract renewal database for the timely renewal of Professional Services Agreements. In May, she expects to bring budget amendments before the board for the end of this fiscal year. A budget for the next fiscal year will also be brought to the board for discussion and approval at its next meeting. A three-year audit is being prepared for FY 20/21, 21/22, and 22/23 and we hope to have that audit wrapped up and have someone from the auditing team here to present to the board.

Lastly, Ms. Hogan discussed the GRTA-owned box cars and asked for direction from the Board. The GRTA owns 33 box cars that have been previously leased to Boston Transit Group since 2005. Since the end of December 2023, that contract expired and the company GRTA leases to typically sub-leases to another company, but they have been unable to find any company to take on the lease of these box cars. At this point, the GRTA cars have been marshalled for inspections in Arkansas as staff wrap up the final terms of the contract that called for the inspection. At the moment, GRTA does not have any promising prospects for the lease of the cars and has not had any offers from the top 17 companies in the U.S. for the sale of the cars. Ms. Hogan has explore the salvage value of the cars, which was not preferred, explored because the GRTA may start to incur storage costs for the cars. Ms. Hogan said she would continue investigating, but the sale option seems to be the most viable at this point and she would return to the board in May with more concrete figures.

Dir. Bagby – It sounds like long-term sale is the most direct option, but have you approached SMART about storage because there is some space available there.

Executive Dir., Elaine Hogan – No we have not but thank you for that suggestion. We have approached the top 17 brokers, and they work with a variety of companies across the country. I have not directly approached SMART, but that is a great idea.

Dir. Campbell – The audit firm we are using, is this one we used with the NCRA?

Executive Dir. Hogan – Yes, we have used them previously.

Dir. Campbell – It's a regular practice to switch auditing firms every couple of years, and it's standard good practice. I know from the last audit for this agency we have had the same firm for a few years, so I'm just thinking that we should probably implement those best practices.

Executive Dir. Hogan – I will definitely reach out to some additional companies and bring this matter back to the Board.

Chair Hart called for public comment.

Joseph Oliver, member of Timber Heritage – Definitely consider us as a leasing or buying option for box cars because we are going to need storage for maintenance stuff in the future.

Dir. Bagby – Thank you for your comment, Mr. Oliver. I suggest contacting the Golden Gate Rail Museum because they might be interested and make cars available to our local community.

Dir. Madrone – I thank Elaine for her excellent work and all our staff for their hard work and getting Zoom up and running. This board wants to be responsive and clearly the public is appreciative of this. I want the money that was taken for trestle maintenance put back into the budget because we used those funds for railbanking needs.

I. MATTERS FROM THE BOARD

Chair Hart called for public comment on Closed Session.

David Shonbrunn, President of TRANSDEF.org – Stated that his group represents environmentalists interested in reducing GHG's with a focus on transit advocacy. He stated that he wished to speak on item A of the Closed Session. Mr. Schonbronn asked the Board why they are treating Mendocino County differently than Sonoma and Marin counties, which both have trails and rails. He expressed that TRANSDEF urges the Board to suspend the railbanking filing until after the FRA has acted on the matter of releasing loan funds to the Mendocino Railways to repair its tunnel and operate its railroad. Mr. Schonbronn suggested that productive use of the public's funds would be to negotiate with Mendocino Railway on having them build the trail between Cloverdale and Willits.

Mike Pechner – He shared that the Mendocino Railways operates the Skunk line and bring in 100,000 people a year into Mendocino County and expressed opposition to adverse abandonment of the line. Mr. Pechner stated that they also have a freight potential which would go with the goal of Cloverdale to Willits and allow for transload from Humboldt County and to reduce the greenhouse gases along the 101 corridor and decrease pollution going into the Russian River. He expressed support for David Schonbrunn’s comments.

The Board adjourned to Closed Session at 1:02 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)]
- 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)]

The Board reconvened to Open Session at 1:21 p.m.

K. ANNOUNCEMENT OUT OF CLOSED SESSION

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

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

Regarding Agenda Item J.c – Direction was given to counsel.

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

Chair Hart adjourned the meeting at 1:25 p.m.

Comment: Great Redwood Trail

Michael Evenson <mike@lost-coast-ranch.com>

Tue 3/26/2024 5:01 PM

To:GRTA Staff <info@thegreatredwoodtrail.org>

Cc:emely.lopez@scc.ca.gov <emely.lopez@scc.ca.gov>

Dear Chair and Board,

The construction of a foot/horse/bike trail from Humboldt to the Bay Area is a good thing. In planning, I urge you to conduct meaningful consultation with the indigenous tribes and landowners that the trail passes through. Before proceeding much further, consultation on the actual route of the trail should be determined.

Tribal friends and fellow ranchers have concerns with the route along the rail corridor along the Eel River. Please take those concerns seriously.

The old trail south ran along Mail Ridge, which does not experience the turbulent and erosive flows of the River. It was passable in all seasons. Tribal friends tell me they would like you to get together with all stakeholders to consider locating the trail in the stable geography of Mail Ridge. I realize the rail right of way was the starting point for this great endeavor. However, once you are empowered to move the trail from vision to reality, you must think historically as well as socially. All potential trail routes should be looked at, especially those that do not disturb sacred and historic archeological sites that must not be disturbed, nor should those who frequent their ancestors' sites be disturbed by the noise, debris, and secular activities that occur on recreational trails.

I look forward some day to walking or riding a horse from Humboldt to the Bay Area, but not if it results in desecration of important cultural sites.

Very Truly Yours,

Michael Evenson

Michael Evenson

Lost Coast Ranch ®

Petrolia, California

707-629-3506

Law Offices of Jason A. Bezis
3661-B Mosswood Drive Lafayette, CA 94549-3509
(925) 708-7073 Jason@BezisLaw.com

March 26, 2024

VIA E-MAIL ONLY

Caryl Hart, Chair
Great Redwood Trail Agency
info@thegreatredwoodtrail.org

Re: March 28, 2024 Special Board of Directors Meeting
Agenda Item J.a (Closed Session: Abandonment and Railbanking Filings, before STB)

Dear Chair Hart and Board Members:

This office represents TRANSDEF, the Transportation Solutions Defense and Education Fund. TRANSDEF has been involved in protecting the NWP, starting in the days of the NCRA, through the legislation that created the GRTA, and opposing railbanking. This letter is in opposition to any further railbanking of the NWP, as TRANSDEF is confident that profitable freight is not only possible, but **mandatory** from a State climate change policy position.

GRTA's strategy of seeking adverse abandonment of Mendocino Railway, in order to meet the demands of STB policy on railbanking the NWP, is now highly unlikely to succeed. The FRA's funding of an RRIF loan to Mendocino Railway changes everything. It destroys GRTA's primary claim that Mendocino Railway is incapable of operating its line.

Any decision in Thursday's closed session to proceed with an STB filing, in light of the likelihood that it will not be successful, opens not only the agency but also its **individual Board members** to liability for the waste of public funds, under Code of Civil Procedure section 526a. "[P]ublic spending may qualify as waste if it is " 'completely unnecessary,' " or " 'useless,' " or "provides no public benefit.'" (*Chiatello v. City and County of San Francisco* (2010) 189 Cal.App.4th 472, 482.) The funding of the RRIF loan makes the filing of an adverse abandonment action "completely unnecessary," "useless," and/or "provides no public benefit." "[I]f the official does not use due care or reasonable diligence in authorizing the expenditure of public funds, the official may be subject to personal liability for the improper expenditure." (*People ex rel. Harris v. Rizzo* (2013) 214 Cal.App.4th 921, 943.)

TRANSDEF urges Board members to think long and hard about **their personal liability** before authorizing the expenditure of public funds on litigation that no longer offers a likelihood of success.

Thank you for soberly considering these comments.

Sincerely,

/s/ *Jason A. Bezis*

JASON A. BEZIS, Attorney for TRANSDEF



Buckeye Comments to Great Redwood Trail Authority Board

March 28, 2024, Eureka City Council Chambers

Thank you for holding your meeting in Eureka and for the opportunity to provide comments. The Buckeye was formed in 2000 and our membership includes ranchers, farmers, timberland owners, and natural resources professionals. Our vision is "Working lands and open spaces in Northwestern CA are viable and conserved in perpetuity for future generations" and our mission is "To promote stewardship of working landscapes through shared experience, hands-on education, and collaboration".

We have been actively engaged in the discussions regarding the Great Redwood Trail (GRT) and were invited by staff to participate in the Technical Advisory Committee. Through this process we have provided input on the draft "Operations and Maintenance" section of the draft plan. While staff accepted some of our suggested changes/additions, other comments were not accepted or were deferred until later in the process.

While we recognize there will be benefits to our local area by the GRT, we have concerns regarding potential impacts to private landowners and law enforcement/first responders. These concerns include: illegal trespass, risk to livestock and wildlife from trail users dogs, wildfire risk from campfires, illegal hunting, access for construction and maintenance of the trail, inaccessibility for fire and rescue personnel, rerouting of trail to avoid unbuildable sections, increased staff needs for sheriff, CAL FIRE and DFW, and additional unfunded requirements for rural fire/emergency services.

We understand the draft plan is soon to be released to the public. This will start a long process of public input regarding the planning, construction, and maintenance of the trail. Ultimately staff and their consultants will develop a draft Environmental Impact Report for the GRT that will have to meet the requirements of the California Environmental Quality Act. We encourage the GRTA Board to incorporate considerations to address Buckeye's concerns into the EIR process.

Buckeye will continue to be actively involved in the GRT process and look forward to providing additional input.

Thank you for your consideration,

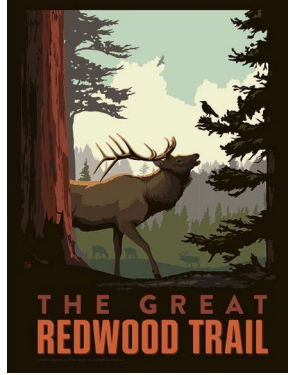
Gary Ryneason, RPF 2117

Incoming Chair

The Buckeye ♦ P.O. Box 1310 ♦ Ferndale, CA 95536

www.thebuckeye.org ♦ christie@thebuckeye.org

501-C(3) Non-Profit California Corporation Tax I.D. No. 94-3368651



GREAT REDWOOD TRAIL AGENCY Board of Directors Meeting

MINUTES

Thursday, May 16, 2024, 10:30 am

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

A. CALL TO ORDER

Chair Sackett called the meeting to order at 10:31 am

B. ROLL CALL

Directors Present: Haschak, Mulheren, Hagele, Madrone, Bagby, and Chair Sackett

Directors Absent: Hart, Hunerlach, and Campbell

Others Present: Executive Director – Elaine Hogan, Legal Counsel – Elizabeth Coleman, GRT Project Managers – Louisa Morris and Hannah Barteo, and Recording Secretary – Hiedy Torres

C. AGENDA APPROVAL

Upon Motion by Director Mulheren, seconded by Director Haschak, the agenda was unanimously approved as presented.

Motion Carried:

AYES: 6 – Haschak, Mulheren, Hagele, Madrone, Bagby (arrived at 10:32 am), and Chair Sackett

NOES: 0

ABSENT: 3 – Hart, Hunerlach, and Campbell

ABSTAIN: 0

D. PUBLIC COMMENT

Chair Sackett called for public comment.

Richard Gienger – Mr. Gienger said that there needs to be a series of workshops that pertain to the history and territory of the Eel River Canyon. He believes this would help with getting a deeper understanding of what is at stake and that route alternatives need to be explored to protect all important perspectives. He said that it is important for the public to understand the immense impacts the trail would make to the area and to the people. Mr. Gienger wants there to be a reset to the consultation period so enough people and groups can share their perspectives. He suggested a formal series of educational classes to achieve a basic startup point for the trail.

E. CONDUCT OF BUSINESS

1. Discussion and Direction Regarding the FY 24-25 Budget

Director Madrone – Funding for the maintenance of trestles has not been included in the budget and he would like to see that funding added as soon as possible.

Elaine Hogan – Funding for in-house engineering services is included in the budget, but funding for outside engineering services is not included.

Director Bagby – She echoed the comments from Director Madrone and emphasized that a long-term capital improvement plan can be developed from the Master Plan, and we can partner with counties and cities in our jurisdiction and all our neighbors along the trail.

Director Mulheren – Appreciates the efforts made and the transparency reflected in our budget.

Chair Sackett – Thanked Elaine for the detail and encouraged that staff and Board look at the threshold for what expenses need to come to the Board, so that the Board can give discretion under that threshold. Chair Sackett expressed that the Trainings/Conference category of the budget did not seem adequate given the new agency and roles and that item may need to be adjusted.

Chair Sackett called for public comment. No public comment given.

Discussion only. Directions were given to staff.

2. Discussion and Possible Action to Approve Resolution 2024-03 to Declare 33 Boxcars Surplus and Authorize Executive Director to Enter into a Contract for Sale in a Form Approved by Counsel, with Mid-Am Equipment, Inc. or, in the Alternative, with Western Pennsylvania Industrial, Inc.

Chair Sackett called for public comment. No public comment given.

Upon Motion by Director Mulheren, seconded by Director Bagby, Resolution 2024-03 was approved as presented.

Motion Carried:

AYES: 6 – Haschak, Mulheren, Hagele, Madrone, Bagby, and Chair Sackett

NOES: 0

ABSENT: 3 – Hart, Hunerlach, and Campbell

ABSTAIN: 0

3. Discussion and Possible Action to Create an Ad-hoc Committee of Three Directors to Assist the Executive Director with Recruitment and Selection of an Operations Position during FY 24-25

Director Madrone – Are we looking at filing one position that would include grant writing?

Elaine Hogan – Yes, this would be one position that would include grant writing, look at capital improvements, and prioritize addressing ongoing maintenance issues.

Chair Sackett called for public comment. No public comment given.

Upon Motion by Director Mulheren, seconded by Director Bagby, an Ad-Hoc Committee was created to help recruit and select an operations position during FY 24-25. Directors Madrone, Haschak, and Hart were appointed as members of the Ad-Hoc Committee.

Motion Carried:

AYES: 6- Haschak, Mulheren, Hagele, Madrone, Bagby, and Chair Sackett

NOES: 0

ABSENT: 3- Hart, Hunerlach, and Campbell

ABSTAIN: 0

4. Discussion and Possible Action to authorize the Executive Director to finalize negotiations and enter into agreements not to exceed \$30,000 for vegetation and property maintenance services in the vicinity of the cities of Ukiah and Willits in Mendocino County

Director Bagby – Were you able to contact the City of Ukiah and City of Willits to inquire about who they use for these services? Sometimes an adjacent vendor contract can be piggybacked on and possibly save a significant amount of money.

Elaine Hogan – I have reached out to the goats program and others that work with neighboring cities performing weed abatement services and requested quotes. This weed abatement would become a routine item moving forward.

Director Haschak – We should reach out to the CCC and see if they can assist with some of these issues. A 120-member CCC facility is being built in Willits, so that could be an opportunity to utilize those services.

Director Madrone – I like the idea of partnering with other community organizations. He tipped his hat to the Humboldt Trails Council and the incredible work they do with trail stewardship in Humboldt County, including portions of the Waterfront Trail and Great Redwood Trail in Eureka, and many other trails around the area. He is hoping to avoid the use of herbicide at all costs because the health risks and environmental impacts are much higher than the minimal cost saving.

Director Haschak – He echoed Director Madrone’s comments. In Mendocino County, we do not allow the use of herbicide by Caltrans and not using them would be the way to go.

Chair Sackett called for public comment. No public comment given.

Upon Motion by Director Bagby, seconded by Director Haschak, the Board authorized the Executive Director to enter into agreements not to exceed \$30,000 for the above-mentioned services.

Motion Carried:

AYES: 6 – Haschak, Mulheren, Hagele, Madrone, Bagby, and Chair Sackett

NOES: 0

ABSENT: 3 – Hart, Hunerlach, and Campbell

ABSTAIN: 0

F. CONSENT CALENDAR

1. Delegate Authority to the Executive Director to Execute an Amendment to the Contract with GKG Law for Outside Legal Services and Extend the Term up to Two Years
2. Delegate Authority to the Executive Director to Execute an Amendment with County of Sonoma to Extend the Contract Term until 6/30/25 for Payroll, Banking and Accounting Services, Not to Exceed \$35,000, in a Form Approved by Counsel
3. Approval of Financial Statements – March and April 2024
4. Approval of Warrants Issued – March and April 2024

5. Approval Cal Card Statement – March and April 2024

Upon Motion by Director Bagby, seconded by Director Mulheren, Agenda items F.1 through F.5 were approved as presented.

Motion Carried:

AYES: 6 – Haschak, Mulheren, Hagele, Madrone, Bagby, and Chair Sackett

NOES: 0

ABSENT: 3 – Hart, Hunerlach, and Campbell

ABSTAIN: 0

G. STAFF REPORT – Elaine Hogan, GRTA Executive Director

Ms. Hogan reported on several technology updates, including updates to the GRTA website to improve navigation and switching to Zoom phone from virtually unused landline. She is planning to do a comprehensive insurance review and is working on cleaning up budget items related to former NCRA collectibles ahead of a new budget to be presented in July. A three-year audit will also be presented in July. She stated that the two public workshops in April related to the release of the Draft Master Plan for the Great Redwood Trail were well attended. Staff have been working on developing new or strengthening existing partnerships since the release. Ms. Hogan relayed that the GRTA was in the middle of the scoping period, running May 1st to May 31st, for the program Environmental Impact Report (PEIR) for the Master Plan. The PEIR has also included starting another round of tribal consultation under AB 52. An episode of “Open Roads” was filmed with Ms. Hogan and trail partners. It will air on NBC soon and highlight the recreational opportunities on the trail, including segments that show walking, cycling and then rafting on the Eel River. Ms. Hogan and staff will be presenting and tabling at the Humboldt Trails event to take place on June 1st from 9 am-1 pm at the Sequoia Conference Center in Eureka.

H. MATTERS FROM THE BOARD

Director Madrone – He said he wanted to address a question that came in a letter from a member of the public regarding why there were three representatives from the Sonoma County on the Board. There are two representatives from each County and Director Hagele is the current City representative to the Board.

Chair Sackett – Share her positive experience of taking the SMART train and then cycling on the Great Redwood Trail to the meeting.

The Board adjourned to Closed Session at: 11:27 am

I. CLOSED SESSION

1. Discussion with Legal Counsel Regarding Pending Litigation:
Abandonment and Railbanking Filings, before Surface Transportation Board, STB Docket No. AB-1305 [Government Code section 54956.9(a)]

2. 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: 12:10 pm

Announcement out of Closed Session:

Agenda Item I.1 – Direction was given to counsel.

Agenda Item I.2 – Direction was given to staff and counsel.

J. ANNOUNCEMENT OF NEXT MEETING

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.

K. ADJOURNMENT

Chair Sackett adjourned the meeting at: 12:11 pm



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



NC RAILROAD AUTHORITY

ACCOUNT NUMBER 4246-0446-7117-8493

STATEMENT DATE 06-24-24

TOTAL ACTIVITY \$ 426.35

000018923 01 SP 106481067643227 P

ELAINE HOGAN
 GRTA
 419 TALMAGE ROAD
 SUITE 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
05-24	05-24	PTI*WILDTRAIL TOURS WILDTRAILTOUR CA PUR ID: OKBRXYMR TAX: 0.00	24000774145000005569906	7999	141.44
06-14	06-13	ZOOM.US 888-799-9666 WWW.ZOOM.US CA PUR ID: A06280314 TAX: 0.00	24011344165000057704553	4814	31.98
06-21	06-19	HAMPTON INN UKIAH 480-8163390 CA 359693 ARRIVAL: 06-18-24	24755424172261722145744	3665	218.31
06-24	06-21	SQ *MENDO LITHO FORT BRAGG CA PUR ID: 00023058430200074 TAX: 3.06	24692164173105248670411	8999	34.62

51249 Professional Fees
 52143 Software
 51602 Travel
 52118 Printing

Default Accounting Code:		
CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4246-0446-7117-8493	
	STATEMENT DATE 06-24-24	DISPUTED AMOUNT \$.00
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	ACCOUNT SUMMARY	
	PREVIOUS BALANCE \$.00	
	PURCHASES & OTHER CHARGES \$426.35	
	CASH ADVANCES \$.00	
	CASH ADVANCE FEE \$.00	
CREDITS \$.00		
TOTAL ACTIVITY		\$426.35



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



NC RAILROAD AUTHORITY

ACCOUNT NUMBER 4246-0446-7117-8493

STATEMENT DATE 07-22-24

TOTAL ACTIVITY \$ 1,427.50



000020927 01 SP 106481091438141 P

ELAINE HOGAN
 GRTA
 PO BOX 458
 BLUE LAKE CA 95525-0458

"MEMO STATEMENT ONLY"
 DO NOT REMIT PAYMENT

Index: 74101
Subject: Various
Authorization:

Amount: \$1427.50

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	
06-25	06-23	BEST WESTERN PLUS HUMBOL GARBERVILLE CA	24801974176009136005069	3502	197.57	51602 Travel
06-26	06-25	CITY OF UKIAH 707-463-6295 CA PUR ID: A4G24S0006299 TAX: 0.00	24692164177107938864482	4900	55.31	52191 Utilities
07-03	07-02	ATT*BILL PAYMENT 800-331-0500 TX PUR ID: 321590265 TAX: 0.00	24055234185017931912778	4814	68.50	52191 Utilities
07-09	07-08	PG&E/EZ-PAY 800-743-5000 CA PUR ID: 97761349070824 TAX: 0.13	24692164190109476677451	4900	126.33	52191 Utilities
07-10	07-09	SQ *HOLES IN THE WALL UKIAH CA PUR ID: 00011529215142912 TAX: 3.59	24692164191100179475813	5999	44.09	52111 Office expenses
07-10	07-09	PG&E/EZ-PAY 800-743-5000 CA PUR ID: 97859845070924 TAX: 0.01	24692164191100231070479	4900	11.42	52191 Utilities
07-10	07-09	FRIEDMANS HOME IMPROVEME PETALUMA CA PUR ID: PO191032262432 TAX: 1.42	24801974191024210107823	5200	17.41	52111 Office expenses
07-11	07-09	SURESTAY HOTEL BY BEST UKIAH CA 0010735690 ARRIVAL: 07-08-24	24000974192945200292282	3502	391.64	51602 Travel
07-11	07-10	ADOBE *ADOBE 408-536-6000 CA PUR ID: AB0441852322 TAX: 0.00	24036294192716676111160	5734	47.98	52143 Software
07-11	07-09	SP172 BARHAM SELF STOR 707-5277794 CA PUR ID: 000005162 TAX: 0.00	24071054192939147672552	4225	116.92	51421 Rent-facilities

Default Accounting Code:			
CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4246-0446-7117-8493		ACCOUNT SUMMARY PREVIOUS BALANCE \$.00
	STATEMENT DATE 07-22-24	DISPUTED AMOUNT \$.00	PURCHASES & OTHER CHARGES \$1,427.50
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 \$.00
			TOTAL ACTIVITY \$1,427.50



Account Name:	ELAINE HOGAN
Company Name:	NC RAILROAD AUTHORITY
Account Number:	4246-0446-7117-8493
Statement Date:	07-22-24

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT	
07-12	07-12	CHEVRON 0378704 UKIAH CA PUR ID: 1 TAX: 6.80	24692164194102230456805	5542	47.57	51602 Travel
07-15	07-13	ZOOM.US 888-799-9666 WWW.ZOOM.US CA PUR ID: A06280314 TAX: 0.00	24011344195000065626164	4814	31.98	52143 Software
07-15	07-11	USPS CHANGE OF ADDRESS 800-238-3150 TN PUR ID: pmgcom408516851 TAX: 0.00	24137464194200186498461	9402	4.40	52114 Postage
07-15	07-11	U-HAUL MOVING & STORAGE O UKIAH CA 89661140	24137464194500586568981	7513	184.47	51602 Travel
07-15	07-11	U-HAUL MOVING & STORAGE O UKIAH CA	24137464194500586569062	5999	12.71	52111 Office expenses
07-15	07-11	U-HAUL MOVING & STORAGE O UKIAH CA	24137464194500586569146	5999	34.60	52111 Office expenses
07-17	07-16	HP *INSTANT INK 855-785-2777 CA PUR ID: 3537966378766803 TAX: 0.61	24692164198103297681927	5111	7.60	52118 Printing
07-22	07-19	CANVA* I04217-63124970 HTTPSCANVA.CO DE PUR ID: opsntxtbncwdd TAX: 0.00	24011344201000076849898	7221	27.00	52118 Printing



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

NC RAILROAD AUTHORITY

ACCOUNT NUMBER 4246-0446-0021-0755
STATEMENT DATE 07-22-24
TOTAL ACTIVITY \$ 68.50

000020653 01 SP 106481091437867 P
 TORRES HIEDY
 GRTA
 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
07-03	07-02	ATT*BILL PAYMENT 800-288-2020 TX PUR ID: 321590265 TAX: 5.58	24692164184104708539692	4899	68.50

Utilities 52191

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4246-0446-0021-0755		ACCOUNT SUMMARY	
	STATEMENT DATE 07-22-24	DISPUTED AMOUNT \$.00	PREVIOUS BALANCE	\$.00
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		PURCHASES & OTHER CHARGES	\$68.50
			CASH ADVANCES	\$.00
			CASH ADVANCE FEE	\$.00
			CREDITS	\$.00
			TOTAL ACTIVITY	\$68.50



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



NC RAILROAD AUTHORITY

ACCOUNT NUMBER 4246-0446-7117-8493

STATEMENT DATE 08-22-24

TOTAL ACTIVITY \$ 1,019.84



000019586 01 SP 106481116129332 P

ELAINE HOGAN
 GR TA
 PO BOX 458
 BLUE LAKE CA 95525-0458

**"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	
07-29	07-27	CAL POLY HUMBOLDT 800-3398131 CA PUR ID: 2770569 TAX: 0.00	24388944209939194692769	8220	100.00	51021 Misc 52191 Utilities
07-29	07-26	PG&E/EZ-PAY 800-743-5000 CA PUR ID: 99707032072524 TAX: 0.01	24692164208102174910910	4900	9.19	
08-01	07-28	PAYMENT - THANK YOU 00000 C	74798264214000000000260	0000	426.35 PY	51421 Rent
08-05	08-01	SP172 BARHAM SELF STOR 707-5277794 CA PUR ID: 000005371 TAX: 0.00	24071054215939180652423	4225	118.50	
08-05	08-02	USPS PO 0508100416 BLUE LAKE CA PUR ID: None TAX: 0.00	24137464216001408452987	9402	27.74	52114 Postage
08-06	08-05	POST HASTE 707-8258295 CA PUR ID: NOTINCL TAX: 0.09	24003414218900019689552	7399	10.49	52118 Printing
08-07	08-06	BAECHTEL CREEK INN INC WILLITS CA	24431064220032175001611	7011	107.00	51602 Travel
08-08	08-08	LOST COAST COMM. HTTPSLOSTCOAS CA PUR ID: opsntc2x4bduw TAX: 0.00	24492164221000013628047	7399	225.00	51021 Misc
08-09	08-08	CITY OF UKIAH 707-463-6295 CA PUR ID: E4I07N1411486 TAX: 0.00	24692164221102883214532	4900	71.24	52191 Utilities
08-12	08-10	ADOBE *ADOBE 408-536-6000 CA PUR ID: BL2842394985 TAX: 0.00	24036294223718752295233	5734	47.98	52143 Software

Default Accounting Code:			
CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4246-0446-7117-8493		ACCOUNT SUMMARY PREVIOUS BALANCE \$.00
	STATEMENT DATE 08-22-24	DISPUTED AMOUNT \$.00	PURCHASES & OTHER CHARGES \$1,446.19
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 \$426.35
			TOTAL ACTIVITY \$1,019.84

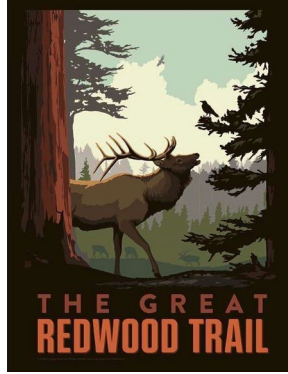


Account Name:	ELAINE HOGAN
Company Name:	NC RAILROAD AUTHORITY
Account Number:	4246-0446-7117-8493
Statement Date:	08-22-24

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
08-14	08-13	ZOOM.US 888-799-9666 WWW.ZOOM.US CA PUR ID: A06280314 TAX: 0.00	24011344226000067410693	4814	31.98
08-14	08-13	PG&E/EZ-PAY 800-743-5000 CA PUR ID: 01758070081324 TAX: 0.38	24692164226107594421958	4900	379.41
08-14	08-13	PG&E/EZ-PAY 800-743-5000 CA PUR ID: 01761327081324 TAX: 0.01	24692164226107594425371	4900	9.19
08-15	08-14	CONSERVATIONJOBBOARD HTTPSWWW.CONSERVATIONJOBBOARD.COM PUR ID: opsntf9rq TAX: 0.00	24492164228000005537076	7311	55.00
08-16	08-15	THE LAND TRUST ALLIANCE 202-638-4725 DC PUR ID: 50250026 TAX: 0.00	24210734229014219010275	8699	100.00
08-19	08-16	NORTHWESTER SAN JOSE CA PUR ID: 422903367536 TAX: 0.00	24198804229432068001632	8398	45.00
08-19	08-16	HP *INSTANT INK 855-785-2777 CA PUR ID: 3564637267867229 TAX: 0.61	24692164230100390670005	5111	7.60
08-20	08-19	CITY OF UKIAH 707-463-6295 CA PUR ID: C4I18O0208769 TAX: 0.00	24692164232102339477730	4900	75.87
08-22	08-22	EB *HR 101 WITH DAVID 801-413-7200 CA PUR ID: 10248562709 TAX: 0.00	24036294235744476013229	7399	25.00

51021 Phone
52191 Utilities
52191 Utilities
51021 Misc.
51021 Misc.
52091 Membership
52811 Printing
52191 Utilities
51601 Training



MEMO

To: GRTA Board of Directors

From: Project Manager, Hannah Bartee

Date: September 19, 2024

Subject: **Agenda Item G3 – Possible action to authorize the Executive Director to approve an updated license agreement with the Loleta Community Chamber for the Loleta Community Park in the town of Loleta, Humboldt County, to include additional real property and permitted uses.**

Background:

Since 2015, the Loleta Community Chamber (Chamber), a 501(c)(6) nonprofit in Loleta, Humboldt County, has operated a community park along Main Street in Loleta under a license to use GRTA parcels along the railroad tracks. The agreement was for five years from execution, renewing for consecutive five-year terms, unless terminated, but includes the power of either party to terminate the agreement upon 90 days' notice. In consideration for use of the property, the Chamber provides maintenance for the property. In 2023, the Chamber sought a clerical update to their existing license for use of GRTA property, including 1) an update the language of the agreement to recognize the name change from NCRA to GRTA and 2) a correction to the licensee information so that the Loleta Community Chamber is recognized as a "501(c)(6)" entity instead of the previously written "501(c)(3)". These clerical updates were approved by the GRTA Board on November 9, 2023.

The Chamber has subsequently requested the addition of language regarding additional real property and permitted uses to their existing license. The Chamber seeks the following additions to license Sections 1. Description of License Property, 2. Use, and 12. Surrender:

1. Add to Section 1. Description of License Property: "that portion of Humboldt County APN 309123001 bounded by Humboldt County APN 309123002, locally known as the old creamery

building parcel, on the east, Loleta Drive on the south, Main Street on the west, and extending 78 feet north from the centerline of Loleta Drive.”

2. Add to Section 2. Use: “Storage containers shall be permitted on the License Property as needed by the Chamber, its agents and contractors, for the storage of equipment and materials for maintenance and management purposes.”
3. Add to Section 12. Surrender: “Upon termination of this Agreement, including but not limited to a termination resulting from expiration of the license term, breach, or abandonment of improvements, the Chamber shall remove, at its own cost and expense, all equipment and materials stored on the License Property, including storage containers and their contents.”

Staff Recommendation:

Staff recommend the Board authorize the Executive Director to approve an updated license agreement with the Loleta Community Chamber for the Loleta Community Park in the town of Loleta, Humboldt County to include additional real property and permitted uses.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement” or “License”) is made 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 the Loleta Community Chamber, a non-profit 501(c)(6) entity (“Chamber”).

RECITALS

- A. GRTA is the property owner or easement holder of the railroad right-of-way located in Humboldt County known as the Northwestern Pacific Railroad rail corridor (“NWP Rail Corridor”).
- B. The Chamber seeks to maintain and manage a neighborhood park within the GRTA property located in the town of Loleta.
- C. GRTA desires to issue a license to the Chamber to use the NWP Rail Corridor for the Loleta Community Park, and the Chamber desires to accept such license, on the terms and conditions set forth in this License Agreement.

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

1. Definition(s).

Minimum Clear Space shall be 16.5 feet measured from the railroad track centerline.

- 1. Description of License Property. The property subject to this Agreement (the "License Property") is defined as Humboldt County APN 30113301, a parcel in the town of Loleta bound by Loleta Drive on the north, Railroad Avenue on the east, Church Street on the south, and Main Street on the west; that portion of Humboldt County APN 30114301 bounded by Church Street on the north, Railroad Avenue on the east, Main Street on the west, and extending 188 feet south from the centerline of Church Street; and that portion of Humboldt County APN 309123001 bounded by Humboldt County APN 309123002, locally known as the old creamery building parcel, on the east, Loleta Drive on the south, Main Street on the west, and extending 78 feet north from the centerline of Loleta Drive.
- 2. Use. GRTA hereby grants to the Chamber a non-exclusive license to access and use the License Property to maintain, repair, improve, remove and manage a park for the public use. Vehicles shall be permitted access and use as needed by the Chamber, its agents and contractors, for repair and maintenance purposes, and by emergency response personnel. Storage containers shall be permitted on the License Property as needed by the Chamber, its agents and contractors, for the storage of equipment and materials for maintenance and management purposes.
- 3. Term. The term of this Agreement shall be five (5) years (the "Term") commencing upon execution hereof by the last party to so execute (the "Commencement Date").

This license shall automatically renew for an additional period of 5 years per renewal term, unless either party gives written notice of termination no later than 90 days prior to the end of the renewal term. Licensee and Licensor shall have the right to terminate this Agreement at any time by giving ninety (90) days prior written notice to the other party.

4. License Fee. Chamber shall maintain the License Property which will provide maintenance to the License Property in lieu of a one-time license payment. The Chamber shall track the annual maintenance of the License Property. In lieu of either a one-time or annual license fee payment, the Chamber shall provide maintenance to the park as follows:
 - a) Chamber shall provide all vegetation management, including tree trimming and removal within the Minimum Clear Space;
 - b) although not required, the Chamber, at its sole discretion and expense, may perform such additional vegetation management as it deems appropriate within the License Property;
 - c) Chamber shall provide no maintenance to existing rail infrastructure beyond vegetation removal.
 - d) Chamber shall provide ongoing maintenance as described in (6) Ongoing Maintenance hereafter.

5. Park Construction.

Chamber may construct such park improvements as are consistent with a small neighborhood park, i.e. parking, trails, benches, playground equipment, landscaping.

Construction Plans. Chamber shall submit park improvement plans and specifications (“Construction Plans”) to the GRTA for construction within the License Property. Chamber shall submit park improvement plans and specifications (“Construction Plans”) to the GRTA for approval prior to construction within the Minimum Clear Space. Within thirty (30) days of receipt, the GRTA shall provide comments and input on the Construction Plans to the Chamber. Failure to provide comments to the Chamber within this time period shall be deemed approval by the GRTA of the Construction Plans.

Construction Plan Contents. Construction Plans shall include, but not be limited to, stormwater management, permanent landscaping, park improvements demarcation and setbacks, and signage. Construction Plans shall comply with all standards and conditions set forth in the Rails-with-Trails Policy and Procedures Manual.

Permits. Where required by permitting or other regulatory authorities, GRTA reasonably agrees to execute and deliver applications for permits, licenses or other authorizations relating to the License Property. Park Improvements shall be constructed in accordance with all applicable laws, rules, regulations and permits, including but not limited to, the Public Playground Safety Handbook of the U.S. Consumer Product Safety Commission.

6. Ongoing Maintenance. The Chamber shall, during the Term, at its own cost and expense and without any cost or expense to GRTA:

- (a) keep and maintain all park improvements (subject to Chamber's right to remove) in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. GRTA shall not be obligated to make any park repairs of any kind; and
 - (b) comply with and abide by all applicable federal, state, and local laws and regulations affecting the License Property; and
 - (c) comply with the Public Playground Safety Handbook of the U.S. Consumer Product Safety Commission.
7. Park Facility Removal, Modification. The Chamber shall reasonably remove, relocate or modify any park improvement or portion thereof, at its own expense, in order to accommodate additional track or tracks or other railroad related facilities.
8. Insurance. The Chamber shall maintain general liability coverage in the amount of no less than \$1,000,000 per occurrence and aggregate. Insurance shall be placed with a carrier having a current A.M. Best rating of at least A:VII or with the Redwood Empire Municipal Insurance Fund ("REMIF"). Evidence of coverage shall be provided to GRTA.
9. Indemnification. To the maximum extent allowed by law, the Chamber agrees to indemnify, defend and hold harmless GRTA, including its officers, employees, operators, 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:
- (a) arising out of the use or misuse of the License Property by members of the public, including claims which arise from utilization of the Minimum Clear Space adjacent to the License Property by users of the License Property;
 - (b) arising from the construction of improvements within or the maintenance of those improvements by the Chamber or its contractors; or
 - (c) any negligent or wrongful act or omission by the Chamber in constructing or maintaining improvements within the Licensed Premises.

Such indemnity shall apply notwithstanding GRTA's active or passive negligence, and shall be deemed to apply, to any and all losses resulting from the Chamber's negligent or wrongful acts or omissions. The Chamber is not required to indemnify GRTA for claims or damages caused by the willful misconduct or the sole negligence of GRTA or its officers, contractors or employees. This provision shall survive any termination of the License for actions or inactions that may arise during the time this License is in effect.

10. Assumption of Risk and Waiver. To the maximum extent allowed by law, the Chamber assumes any and all risk of loss, damage or injury. The Chamber's assumption of risk shall include loss or damage to the Chamber, its officers, employees, agents, contractors, and successors. The Chamber hereby waives all claims and demands against GRTA for such loss, damage or injury, and waives the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor.

11. Abandonment. In the event of action by the Board of Directors of the Chamber to abandon the use of the License Property, or any part thereof, this Agreement shall terminate to the extent of the portion so abandoned or discontinued.
12. Surrender. Upon termination of this Agreement, including but not limited to a termination resulting from expiration of the license term, breach, or abandonment of improvements, the Chamber may remove, at its own cost and expense, any and all improvements. Upon removal of any park improvements, the Chamber may, with the concurrence of GRTA, (i) reasonably restore the affected portion of the License Property to a state or condition as it existed prior to the construction of improvements, (ii) leave all or a portion of the improvements in place, or (iii) replace the park improvements with comparable improvements approved by GRTA. Upon termination of this Agreement, including but not limited to a termination resulting from expiration of the license term, breach, or abandonment of improvements, the Chamber shall remove, at its own cost and expense, all equipment and materials stored on the License Property, including storage containers and their contents.
13. Breach. In the event the Chamber breaches, or fails to keep, observe or perform any covenant, term or condition of this Agreement, in addition to all other rights and remedies of GRTA provided hereunder or by law, after written notice or demand, and the Chamber's failure to cure the breach within thirty (30) days of notice, or fewer days in the event the breach impacts public health, welfare or safety, unless the breach cannot be cured within that time in the exercise of reasonable diligence, in that event the Chamber must commence to cure the breach within 30 days and complete the cure as soon as reasonably practical, GRTA may terminate this Agreement.
14. 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.
15. Notices. Except as otherwise provided hereunder; any notice or communication to GRTA, or the Chamber 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
c/o Blue Lake City Hall
P.O. Box 458
Blue Lake, CA 95525

To Chamber:
Loleta Community Chamber
Attn: Board President
P.O. Box 327
Loleta, CA 95551

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.

16. 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.
17. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this License.
18. Consents. Whenever in this License the consent or approval of either GRTA or Chamber 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.
19. Attorneys' Fees. In the event of any action or proceeding at law or in equity between GRTA and Chamber to enforce any provision of this License or to protect or establish any right or remedy of either party hereunder, each party shall pay its own costs and expenses, including attorney's fees.
20. Integration & Amendments. This instrument constitutes the entire agreement between GRTA and Chamber 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 and Chamber.

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

Great Redwood Trail Agency

Loleta Community Chamber:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form by GRTA General Counsel:

Date: _____