



MEMORANDUM
COMMUNITY DEVELOPMENT RESOURCE AGENCY
PLACER COUNTY CONSERVATION PROGRAM
County of Placer

TO: Honorable Board of Supervisors **DATE:** March 22, 2022
FROM: Jane Christenson, ACEO, Interim Agency Director
BY: Gregg McKenzie
SUBJECT: Use of Funds Agreement with William Jessup University to support Burrowing Owl Restoration and Raccoon Creek Chinook Salmon Distribution and Emigration studies

ACTION REQUESTED

1. Approve a Use of Funds Agreement and authorize the Chair to execute the agreement with William Jessup University, a California 501(C)(3) Corporation, subject to County Counsel and Risk Management concurrence, in the amount of up to a maximum of \$76,000 to support the Burrowing Owl Restoration and Raccoon Creek Chinook Salmon Distribution and Emigration studies in furtherance of the goals and objectives of the Placer Legacy Program.

BACKGROUND

On September 19, 2017, the Board authorized entering into a Memorandum of Understanding (MOU) with William Jessup University (WJU) to further Placer Legacy and Placer County Conservation Program (PCCP) monitoring, research and baseline reporting while providing William Jessup University students field research opportunities. The MOU included objectives to “Develop pilot project(s)” and “be involved in research, conservation, habitat restoration, monitoring, the management and storage of data, and the collection of baseline data for the PCCP” (including eDNA lab analysis). The County committed to collaborate with WJU to identify, apply for, and implement grants and grant funded directive research and conduct and implement relevant field work, and data collection and storage that promotes the Placer Legacy and PCCP goals and objectives.

In furtherance of the MOU, the University’s Institute for Biological Diversity and the Environment (Institute), along with several local stakeholders including the Sierra Foothills Chapter of the Audubon Society, Friends of Auburn Ravine, Placer Land Trust, and other public and private entities have developed two ongoing studies that will produce information supporting both Placer Legacy and PCCP habitat restoration activities in Raccoon Creek, Doty Ravine and Auburn Ravine.

The funding necessary to support these studies received consensus direction as part of the Board’s November 16, 2021 Placer Legacy update.

Burrowing Owl Study

To date, the Institute has developed three burrow complexes on the Placer Land Trust’s Swainson’s Preserve and conducted monitoring of occupancy and breeding activity data collection in 2020 and 2021. The current funding would allow for ongoing monitoring and maintenance of restored habitat through the 2022 breeding season.

Honorable Board of Supervisors

March 22, 2022

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Chinook Salmon eDNA

The collection of Environmental DNA (eDNA) from water samples collected and sequenced from streams in western Placer County will be conducted to determine the temporal and spatial distribution of Chinook Salmon without having to catch and release fish or utilize more costly or impactful survey methods. The proposed work for 2022 will continue the collection of eDNA data in Raccoon Creek and expand the study to include additional sampling locations in Auburn Ravine. The study cost includes eDNA lab and field equipment.

Use of Funds

The total program implementation cost for both studies is \$104,844. The Institute has secured funding from other sources including the Sierra Foothill Audubon Society and Teichert Foundation and is in the process of raising additional funds from other stakeholders. Staff is proposing to provide funding for up to a maximum of \$76,000 as gap funding for any difference between the funds raised to-date and ongoing fundraising efforts.

The Use of Funds Agreement is included at Attachment A. The agreement outlines roles and responsibilities of each entity to support the program. At the conclusion of the program, the Institute will produce and provide County a technical report that details the results of the studies to help inform current and future work in furtherance of the goals and objectives of both the Placer Legacy and PCCP programs.

ENVIRONMENTAL IMPACT

This action does not constitute a "Project" under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15378 (a) and (b)(5) because it is an administrative action that does not result in any direct or physical change in the environment.

FISCAL IMPACT

Funding in the amount up to \$76,000 is provided through the Placer Legacy Open Space Fund's FY 2021-22 Budget.

ATTACHMENT

Attachment A: Use of Funds Agreement

USE OF FUNDS AGREEMENT

SALMON ENVIRONMENTAL DNA (eDNA) AND WESTERN BURROWING OWL STUDIES

This Use of Funds Agreement (the "**Agreement**") is made and entered into this _____ day of _____, 2022, by and between the County of Placer, a political subdivision of the State of California, hereinafter referred to as the "**County**", and William Jessup University, a California 501 (C)(3) Corporation, hereinafter referred to as "**Grantee**" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the County entered into a Memorandum of Understanding (the "**MOU**") with William Jessup University on September 19, 2017;

WHEREAS, the MOU includes objectives to develop pilot projects and engage in research, conservation, monitoring, the management and storage of data, the collection of baseline data (including eDNA lab analysis), and to monitor the efficacy of species habitat restoration including burrowing owl;

WHEREAS, the Grantee's Institute for Biodiversity and the Environment ("**IBE**") is the institute designated by Grantee to inform and motivate the conservation, preservation, and restoration of biodiversity, and the environment upon which it depends, and therefore the activities of IBE serve the MOU's objectives;

WHEREAS, Placer County Board of Supervisors approved a Use of Funds Agreement and the parties entered into a prior Placer Legacy Use of Funds Agreement on February 11, 2020 as part of the Raccoon Creek Chinook Salmon Distribution and Emigration Pilot Study Program;

WHEREAS, the County desires to collaborate to identify, apply for, and implement grants and grant funded directive research;

WHEREAS, the Parties desire to collaborate to conduct and implement relevant field work, and data collection and storage that promotes the goals and objectives of Placer County's Placer Legacy Program and its implementation of the Placer County Conservation Program; and

WHEREAS, Grantee has developed the IBE Burrowing Owl Study and environmental DNA (eDNA) 2022 Chinook Salmon Sampling and Analyses programs (the "**Programs**") which are more fully described in Exhibit A and B to this Agreement; and

WHEREAS, the Programs are consistent with the objectives of the MOU and the Placer Legacy Program, and they support the Placer County Conservation Program's long-term objectives for species presence and efficacy of restoration activities, including salmonids in Raccoon Creek, Doty Ravine and Auburn Ravine, and burrowing owl habitat restoration within Western Placer County; and

WHEREAS, the Programs serve the public's interest because they obtain data that contributes to the preservation of salmon and burrowing owl populations within the county;

WHEREAS, the Grantee has secured financial and in-kind fund contributions from other third-party contributors to implement the Programs, but expects to realize a funding gap and is seeking support from the Placer Legacy Program; and

WHEREAS, the County desires to contribute up to \$76,000 as a grant match to assist in the implementation of the Programs.

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto as follows:

1. The Recitals listed above are incorporated into this Agreement.
2. County shall grant to Grantee funds up to the amount of seventy-six thousand and no/100 dollars (\$76,000.00) less any other third-party grant funds received by Grantee (the "**Grant Funds**") within thirty (30) days of receipt by County of a written request (the "**Grant Funds Request**") from Grantee. Grantee shall provide the Grant Funds Request to County within ninety (90) days from the date of this Agreement. The Grant Funds Request shall state the account to which the Grantee Requests funds will be deposited, along with any other information reasonable and necessary to allow the County to wire or otherwise deliver funds to Grantee.
3. Grantee shall use Grant Funds exclusively for the Grantee Programs and consistent with the Exhibit A and Exhibit B to this Agreement. Grantee shall provide a written status report on the Grantee Programs in a format reasonably

requested by the County, including an account of the use of the Grant Funds upon request by the County.

4. Grantee shall comply with all laws, rules and regulations applicable to the Grantee Programs and use of the Grant Funds.
5. All property and / or improvements purchased and / or installed by Grantee pursuant to this Agreement shall become the sole and separate property of Grantee as of the time said property and / or improvements are installed.
6. Grantee agrees that funds granted to it for the implementation of the Programs shall not be used for any purpose not specified in this Agreement. Upon completion of all surveys, data collection, and laboratory analyses, Grantee will produce and provide County with technical reports detailing the results of the Program studies.
7. Grantee shall keep detailed accounting records in accordance with generally accepted accounting principles and as may be otherwise reasonably requested by County. County shall have the right to inspect said records at any reasonable time during normal business hours and shall provide Grantee with written notice at least three (3) business days prior to the execution of any right to inspect.
8. All notices to either party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to the Grantee or County at:

Grantee:

William Jessup University
Institute for Biodiversity and the Environment
Attn: Institute Chair
2121 University Avenue
Rocklin, CA 95765

County:

Placer County
Community Development Resource Agency
Attn: PCCP Administrator

3091 County Center Drive
Auburn, CA 95603

9. Either party may amend its address for notice by notifying the other party in writing.
10. Grantee hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement.

Grantee agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Grantee. Grantee also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against Grantee or County or to enlarge in any way the Grantee's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Grantee's performance pursuant to this Agreement.

If any judgment is rendered against County for any injury, death or damage caused by Grantee as a result of work performed or completed, pursuant to this Agreement, Grantee shall, at its own expense, satisfy and discharge any judgment.

As used above, the term County means the County of Placer, its officers, agents, employees, and volunteers.

11. Grantee shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million

Dollars (\$1,000,000) to cover all of its operations, including, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability and One Million Dollars (\$1,000,000) workers' compensation. Grantee shall provide additional insured endorsements naming the County in a form satisfactory to the County's Risk Manager. Grantee may meet the requirements of this Section through a program of self-insurance acceptable to the County's Risk Manager.

12. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all entities to whom the property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.
13. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant or condition contained herein shall not constitute a waiver of any subsequent term, covenant or condition contained herein.
14. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.
15. This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

INSTITUTE FOR BIOLOGICAL DIVERSITY

Dr. John Jackson, President, WJU

Phil Escamilla, Vice President of
Academic Affairs, WJU

Date: _____

Date: _____

COUNTY OF PLACER

Chair, Board of Supervisors

Date: _____

EXHIBIT A

IBE Environmental DNA (eDNA) 2022 Chinook Salmon Sampling and Analyses

January 2022

Task 1. Environmental DNA (eDNA) 2022 Chinook salmon Sampling and Analyses – This task includes repeating the Chinook salmon eDNA study as it was performed in 2020 and expanding the study to include additional sampling locations in Raccoon Creek and Auburn Ravine and extending the sampling period. Samples will be taken one (1) time per week at six (6) sampling locations in Raccoon Creek and Auburn Ravine and four (4) sampling locations in Doty Ravine over a 10-week period (March-May 2022). This task includes cost for lab and field materials, four (4) student stipends, time for project oversight for a Senior Fisheries Biologist from ECORP Consulting, Inc., and time for a lead biologist from Madrone Ecological Consulting, LLC. to oversee the field and lab efforts. Please note that this task also includes a one-time cost to purchase a real-time quantitative polymerase chain reaction (qPCR) machine for the William Jessup University lab to bring the lab work completely in-house in the Jessup lab. Please also note that funding for two (2) years of this study would be double the cost provided below minus the cost of the qPCR machine.

Task 1: Baseline Budget for the 2022 Study Plan	
Task 1	Cost
Project Oversight and Reporting	\$6,600 (24 hrs X \$120) (24 hrs X \$155)
Lead Field/Lab Biologist Time	\$14,400 (120 hrs X \$120)
Student Stipend	\$1,800 (120 hrs X \$15)
Student Stipend	\$1,800 (120 hrs X \$15)
Student Stipend	\$1,800 (120 hrs X \$15)
Student Stipend	\$1,800 (120 hrs X \$15)
Temperature Loggers x4	\$560
eDNA Lab and Field Equipment	\$18,500
qPCR Machine for William Jessup University Lab	\$33,200
IBE Grant and Project Management (10% of total cost not including qPCR machine)	\$4,726
Cost:	\$85,186

EXHIBIT B

IBE Burrowing Owl Study – Proposed Budget

January 2022

Project Summary to Date

- Installation of three burrow complexes with two artificial burrows each
 - Full cattle enclosure built around one burrow
- Monitoring and data collection during two consecutive breeding seasons (2020, 2021) at the three above-ground burrow complexes plus one existing below-ground complex
 - Data on occupation of habitat by owls and breeding activity
- Ongoing site maintenance
- Engagement of students at William Jessup University

Future Project Activities

- Committed in Previous Grant Proposal
 - Ongoing monitoring and maintenance of habitat during breeding season
 - Low-frequency monitoring and maintenance during non-breeding season
- Currently Proposed
 - Adjusted student wages for inflation
 - Lead Biologist/Project Coordinator to oversee students, project and data management
 - Continued engagement of WJ University students as monitors/employees; coordinate educational field trips to the preserve for WJU students
 - Research funding opportunities and apply for funding

Estimated budget needs to complete project through 2022 breeding season (summarized in Table 1 below)

- Student Labor = \$6,480 - \$3,009 (remaining budget) = \$3,471
 - Assumes: 144 hours of onsite maintenance, 288 hours of data entry @\$15/hr
- Lead Biologist/Project Coordinator = \$14,400
 - Assumes: 120 hours (~10 hours/month for one year) including site visits, student coordination and training, liaison with the land manager (PLT) and agencies, and data management @\$120/hr

Table 1. BUOW Study 2022 Budget	
Task	Cost
Student Labor Time (burrowing owl monitoring, deploying cameras, onsite maintenance, data entry)	\$3,471
Lead Biologist/Project Coordinator Time (student coordination, PLT/County liaison, data management)	\$14,400
IBE Grant and Project Management (10% of total cost not including qPCR machine)	\$1,787
Cost:	\$19,658