



PUBLIC NOTICE
Board Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
5302574127 ext. 100

Attachments available 4/19/21 at www.honeylakevalleyrcd.us

Date: Thursday, April 22nd, 2021

Location: HELD REMOTELY Via ZOOM

This Virtual Meeting is held pursuant to Executive Order N-29-20 issued by Governor Newsom on March 17, 2020 that directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. Executive Order N-33-20, prohibits people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

Note: Pursuant to the Brown Act, Section 54953(b)(2). Section (b) (2) requires that all votes taken during a teleconference meeting shall be by roll call. Any agenda item may be discussed in a different order, if necessary. The Board may take action whether items are listed as action, information or discussion. The meeting is being held solely by remote means and will be made accessible to members of the public seeking to attend and address the Board solely through the phone number set forth below.

Join us on Zoom with information below:

Meeting ID: 885 8661 9676

Passcode: 458247

One tap mobile

+16699006833,,88586619676#,,,,*458247# US (San Jose)

+12532158782,,88586619676#,,,,*458247# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Time: 5:30 PM

AGENDA

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

I. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

II. APPROVAL OF AGENDA

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

III. PUBLIC COMMENT

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

IV. CONSENT ITEMS

- A. Approval of Meeting Minutes: 3/25/2021, 3/30/2021
- B. Treasurer's Report
- C. Correspondence

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

V. REPORTS

- A. District Manager Report – Stuemky
- B. NRCS Agency Report – Stephens
- C. SWAT - Hanson
- D. WAC Report – Langston
- E. Modoc Regional RCD/CARCD Report – Tippin
- F. Fire Safe Council Report – Johnson
- G. IRWMP Report – Claypool
- H. Unagendized reports by board members

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

VI. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD

- A. Consideration and approval of the UAC 2021 MOA between NACD and HLVRCD. (attachment)

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- B. Consideration and approval of the TA 2021 MOA between NACD and HLVRCD. (attachment)

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- C. Consideration and approval about the formation of an official Property Owners Burn Association modeled after the Plumas and Butte County RCD's programs. Previously tabled from 3/25 meeting – Will Johnson

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- D. Consideration and approval of HLVRCD CWPP project submission for the upcoming CWPP meeting discussing fuel treatments, prescriptive burns, and drainage systems. Previously tabled from 3/25 meeting – Will Johnson

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

VII. ITEMS FOR BOARD ACTION AND/OR DISCUSSION– WATERMASTER

- A. Consideration and Approval to pay BBK April 2021 Invoice #901976 (\$1575.54). (attachment)

Tie to the Strategic Plan: Strategic Issue 1.4 – Watermaster services are professionally provided.

VIII. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be **May 27th, 2021, at 5:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Monday, April 19nd, 2021 agendas were posted as required by Government Code Section 54956 and any other applicable law.

X 

Andrea Stuemky
District Manager



PUBLIC NOTICE
Regular Board Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
530-257-7271 ext. 100
Attachments available 3/22/21 at www.honeylakevalleyrcd.us

Date: Thursday, March 25th, 2021

Location: HELD REMOTELY Via ZOOM

This Virtual Meeting is held pursuant to Executive Order N-29-20 issued by Governor Newsom on March 17, 2020 that directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. Executive Order N-33-20, prohibits people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

Note: Pursuant to the Brown Act, Section 54953(b)(2). Section (b) (2) requires that all votes taken during a teleconference meeting shall be by roll call. Any agenda item may be discussed in a different order, if necessary. The Board may take action whether items are listed as action, information or discussion. The meeting is being held solely by remote means and will be made accessible to members of the public seeking to attend and address the Board solely through the phone number set forth below.

Time: 3:30 PM

MEETING MINUTES
votes taken via roll call

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

I. CALL TO ORDER. PLEDGE OF ALLEGIANCE. ROLL CALL

Board member Jesse Claypool called the meeting to order at 3:37pm, and a quorum was noted.

II. APPROVAL OF AGENDA

Board member Laurie Tippin made a motion to approve agenda, Board member Robin Hanson seconded, and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

III. PUBLIC COMMENT - NONE

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

IV. CONSENT ITEMS

- A. Approval of Meeting Minutes: 2/25/2021
- B. Treasurer's Report
- C. Correspondence

Board member Laurie Tippin made a motion to approve agenda, Board member Robin Hanson seconded, and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

V. REPORTS

- A. District Manager Report – Adams
- B. NRCS Agency Report – Stephens
- C. SWAT – Hanson
- D. WAC Report – Langston
- E. Modoc Regional RCD/CARCD Report – Tippin
- F. Fire Safe Council Report – Johnson
- G. IRWMP Report – Claypool
- H. Unagendized reports by board members –

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

VI. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD

- A. Consideration and approval of the cooperative agreement between HLVRCD and LFSC to be CEQA lead agency on the Hwy 36 Fuel Reduction project (between Hwy 44 and Eagle Lake Rd.). (attachment) – Tim Keesey
- Board member Laurie Tippin made a motion to approve the cooperative agreement, board member Robin Hanson seconded and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- B. Consideration and approval of CEQA Notice of Exemption for Hwy 36 Fuel Reduction project. (attachment) – Tim Keesey
- Board member Laurie Tippin made a motion to approve the CEQA NoE, board member Robin Hanson seconded and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- C. Consideration and approval of cooperative agreement between HLVRCD and LFSC to be CEQA lead agency on the Bootsole Project. (attachment) – Tim Keesey
- Board member Laurie Tippin made a motion to approve the cooperative agreement, board member Robin Hanson seconded and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- D. Consideration and approval of approval of CEQA Notice of Exemption for Bootsole Project. (attachment) – Tim Keesey
- Board member Laurie Tippin made a motion to approve the CEQA NoE, board member Robin Hanson seconded and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- E. Consideration and approval about the formation of an official Property Owners Burn Association modeled after the Plumas and Butte County RCD's programs. Previously tabled from 2/25 meeting – Will Johnson
- Tabled due to loss of quorum. To be on next agenda.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- F. Consideration and approval of HLVRCD CWPP project submission for the upcoming CWPP meeting discussing fuel treatments, prescriptive burns, and drainage systems.– Will Johnson
- Tabled due to loss of quorum. To be on next agenda.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

VII. ITEMS FOR BOARD ACTION AND/OR DISCUSSION- WATERMASTER

A. Consideration and Approval to pay BBK March 2021 Invoices #898994 (\$1,974.51) and #898995 (\$1,702.59) (attachments).

- Tabled due to loss of quorum. To be on next agenda.

VIII. ADJOURNMENT – 03/25/2021 at 3:37PM – lost quorum

The next Honey Lake Valley RCD meeting will be **April 22nd, 2021, at 3:30 PM.**
The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

Respectfully Submitted,



Andrea Stuemky
District Manager

APPROVED: _____
Jesse Claypool, RCD Board
Chairperson

DATE: 4/22/2021



PUBLIC NOTICE
Special Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
530-257-7271 ext. 100
Attachments available 3/29/21 at www.honeylakevalleyrcd.us

Date: Thursday, March 30th, 2021

Location: HELD REMOTELY Via ZOOM

This Virtual Meeting is held pursuant to Executive Order N-29-20 issued by Governor Newsom on March 17, 2020 that directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. Executive Order N-33-20, prohibits people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

Note: Pursuant to the Brown Act, Section 54953(b)(2). Section (b) (2) requires that all votes taken during a teleconference meeting shall be by roll call. Any agenda item may be discussed in a different order, if necessary. The Board may take action whether items are listed as action, information or discussion. The meeting is being held solely by remote means and will be made accessible to members of the public seeking to attend and address the Board solely through the phone number set forth below.

Time: 2:00 PM

MEETING MINUTES
votes taken via role call

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

I. CALL TO ORDER. PLEDGE OF ALLEGIANCE. ROLL CALL

Board member Jesse Claypool called the meeting to order at 2:09 pm, and a quorum was noted.

ii. **APPROVAL OF AGENDA**

Board member Will Johnson made a motion to approve agenda, Board member Laurie Tippin seconded, and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

iii. **PUBLIC COMMENT - NONE**

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

iv. **ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD**

- A. Consideration and approval to sign a letter of support (attached) for SB716 (McQuire) that proposes to extend the Habitat Restoration and Enhancement Act (HREA) that is set to sunset on January 1, 2022.
- Board member Laurie Tippin made a motion to approve and sign the letter of support, board member Will Johnson seconded and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

vii. **ITEMS FOR BOARD ACTION AND/OR DISCUSSION– WATERMASTER**

- A. Consideration and Approval to pay BBK March 2021 Invoices #898994 (\$1,974.51) and #898995 (\$1,702.59) (attachments).
- Board member Laurie Tippin made a motion to approve the BBK invoices, board member Wayne Langston seconded and the motion passed. All

Tie to the Strategic Plan: Strategic Issue 1.4 – Watermaster services are professionally provided.

- B. Discussion of Lozano Smith Final Payment Request Letter
- Board member discussed potential future actions and to request clarification of work.

Tie to the Strategic Plan: Strategic Issue 1.4 – Watermaster services are professionally provided.

VIII. ADJOURNMENT – 03/30/2021 at 2:26pm

The next Honey Lake Valley RCD meeting will be **April 22nd, 2021, at 3:30 PM.**
The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville,
CA.

Respectfully Submitted,



Andrea Stuemky
District Manager

APPROVED: _____
Jesse Claypool, RCD Board
Chairperson

DATE: 04/22/2021

Memorandum of Agreement Between The National Association of Conservation Districts and Honey Lake Valley Resource Conservation District

AGREEMENT

This agreement (referred to as the “Agreement” or “MOA”) is entered into by the National Association of Conservation Districts (referred to as “NACD”), located at 509 Capitol Court NE, Washington, DC 20002 and the: **Honey Lake Valley Resource Conservation District** (referred to as “Grantee”)

Grantee Address: 170 Russell Ave Suite C
Susanville, CA 96130

Grantee Contact Person: Andrea Stuemky
Email Address: astuemky@honeylakevalleyrcd.us
Phone Number: 5302600067

NACD shall provide your District with a total grant of: \$50000
The Grantee agrees to provide match in the amount of: \$12500

according to the information outlined in the District’s proposal to the NACD request for proposals (RFP) announced on December 8, 2021.

The Grantee agrees to carry out the initiatives for the project **Conservation Education & Management of Native and Introduced urban agricultural plants in the Northern Great Basin** detailed in the proposal, and that proposal is hereby made a part of this Agreement as **Exhibit I**. In keeping with NACD procurement policy, this grant has been awarded under a competitive process. These funds are made available by a Contribution Agreement between NACD and the Natural Resources Conservation Service (NRCS). The requirements as specified in the RFP are also made a part of this Agreement as **Exhibit II**.

It is the intent of this Agreement and this project to increase the urban agriculture conservation technical assistance available to your community so as to improve the conditions of natural resources and the society that depend on them while providing the maximum flexibility for you to carry out your responsibilities for these funds.

STATEMENT OF WORK

The District shall undertake the work and activities set forth in Exhibit I, made a part hereof and incorporated by reference as if fully written herein.

The District expressly acknowledges this Agreement shall not be construed or interpreted as a contract of agency or employment. The District shall furnish its own support staff necessary for the satisfactory performance of this Agreement.

NACD may, from time to time as it deems appropriate, communicate specific instructions and requests to the District concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable period of time, the District shall respond to such requests. It is expressly understood by the parties these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement, and are not intended to amend or alter this Agreement or any part thereof.

Any or all materials created under this Agreement may be utilized by NACD and/or NRCS to promote outreach, educational and knowledge transfer nationally.

The District shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof. NACD will designate a person or persons to whom the District will contact and who will communicate with the District regarding the services provided, the time for performance of the services and to assist in arranging communications and/or other arrangements with NACD personnel to facilitate the performance under this Agreement.

REPORTING

NACD will require quarterly (3 month) reports for the project as of the following dates:

REPORT #	PERIOD COVERED	DATE DUE
1	Starting date to June 30	July 15
2	July 1 to September 30	October 15
3	October 1 to December 31	January 15
4	January 1 to March 31	April 15
5 (if needed)	April 1 to June 30	July 15
Final Report	Project period	Within 30 days of completion of project

A final report will be due at the conclusion of the grant period. Using the templates provided by NACD, the reports should address progress on carrying out technical assistance work outlined in Exhibit I; related outreach, marketing and public relations accomplishments; and progress on providing sustainability for the project going into the future.

Approval from NACD is required for all proposed deviations of more than 10% from your original proposed budget.

NACD will respond to reports when and if there is either a request for guidance or a question of compliance with this Agreement.

TERM OF AGREEMENT

This Agreement is effective and binding upon both parties for **12 months** from the day of the last signature date set forth below. This Agreement shall remain in effect until the work described in Exhibit I is completed to the satisfaction of NACD, or until otherwise terminated as provided in this Agreement. This Agreement may be extended for an additional period for reasons agreed upon by both parties, but within the terms of NACD's agreement with NRCS.

This Agreement shall not obligate any participating parties to endorse, support, or otherwise influence any policy, legislation, or program activities.

RECORD KEEPING REQUIREMENTS

The District shall keep all financial records in a manner consistent with generally accepted accounting procedures.

All disbursements made for this Agreement shall be only for obligations incurred in the performance of this Agreement and shall be supported by documentation and data, as appropriate to support such

disbursements. All disbursements for this Agreement shall be for obligations incurred only after the effective date of this Agreement unless specific authorization for prior disbursements has been given in writing by NACD.

PAYMENT TERMS AND CONDITIONS

An initial check for 25% of the grant will be issued to the District upon receipt of the signed copy of this Agreement. The remaining amount of the grant will be provided in quarterly payments (25% of grant amount) upon satisfactory completion of each quarterly report. If the District is unable to use all the funds on the project by the initial deadline, or by an approved extension, all remaining funds will be returned to NACD.

CONFLICTS OF INTEREST

The District expressly acknowledges no officer or employee of NACD has been employed, retained, induced or directed by the District to solicit or secure this Agreement with NACD upon an Agreement, offer, understanding or implication involving the payment of any form of remuneration, whatsoever. The District agrees, in the event NACD has substantial reason to believe this provision has been violated, NACD may, at its sole option, consider this Agreement void; and in doing so, NACD is released from any and all obligations under this Agreement.

INDEMNIFICATION

The District, at its own expense, shall defend and hold NACD, its officers and employees, harmless from any and all claims, expenses, damages and judgments, including attorney's fees, in the event of a suit or claim arising out of the District's performance in executing the services as stated in Exhibit I and II. Similarly, NACD shall provide the District with reasonable notice of such suit or claim and provide information required for the defense of same.

WARRANTY AND DISCLAIMER OF WARRANTY

The District warrants the work and activities as set forth in this Agreement shall be performed by trained and qualified personnel, and in a professional and workmanlike manner.

COMPLIANCE WITH LAW

The District agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The District accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the District in the performance of the work authorized by this Agreement.

LIMITATION OF LIABILITY

The District's and NACD's liability for damages, whether in contract or in tort, shall not exceed the amount of direct damages incurred by either party as determined by a court of competent jurisdiction.

The District's and NACD's sole and exclusive remedies for failure to perform under this Agreement shall be as set forth in this Article. In no event shall either party be liable to the other for any indirect or consequential damages, including lost profits, even if the parties knew or should have known of the possibility of such damages.

CHANGES OR MODIFICATIONS

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and understanding of the parties with respect to the services contemplated under Article I of this Agreement. Any change, deletion, addition or modification of any portion of this Agreement shall not be valid or binding upon either party, unless such change, addition, deletion or modification is agreed to in writing and signed by both parties under this Agreement.

ASSIGNMENT

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto and not already agreed to in Exhibit I without the prior express written consent of the other party.

CONSTRUCTION

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the District of Columbia.

FORCE MAJEURE

Neither party shall be responsible for failure to perform under this Agreement due to causes beyond the parties' control, including but not limited to, fires, civil disobedience, riots, embargoes, explosions, rebellions, strikes, work stoppages, acts of God or acts of any governmental authority or any other similar occurrence.

BINDING EFFECT

This Agreement shall ensure to the benefit and be binding upon the legal representatives of the parties hereto, subject to the grant of consent for assignment as provided in this Agreement.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date set forth below.

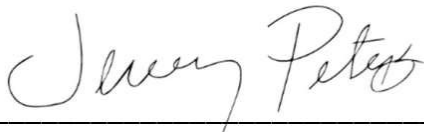
Signature, District Chair or designated official/manager

Jesse Claypool

Print Name of Signer

Name of Grantee: Honey Lake Valley Resource Conservation District

April 22, 2021
(Month) (Date)



Jeremy Peters, Chief Executive Officer
National Association of Conservation Districts

March 27, 2021

**Memorandum of Agreement
Between**

The National Association of Conservation Districts (NACD) and the Honey Lake Valley Resource Conservation District

SUMMARY

This agreement (referred to as the “Agreement” or “MOA”) is entered into by the National Association of Conservation Districts (referred to as “NACD”), located at 509 Capitol Court NE, Washington, DC 20002 and the: **Honey Lake Valley Resource Conservation District** (referred to as “Grantee”.)

Grantee Address:
**170 Russel Ave
Suite C
Susanville, CA 96130**

Grantee Contact Person **Laurie Tippin**
Email Address: **ltippin@honeylakevalleyrcd.us**
Phone Numbers: **(707) 980-9882**

NACD shall provide the Grantee with a grant in the amounts of:

EQIP:	\$ 8,400.00
CSP:	\$ 19,600.00
COTA:	<u>\$ 28,000.00</u>
Grant Total:	\$ 56,000.00

The Grantee agrees to provide minimum match of the amount of **\$ 14,000.00**
The match must come from non-federal sources and should preferably be cash, but in-kind contributions or a combination of both is acceptable.

Number of positions **2**

Estimated Full Time Equivalent (FTE) in tenths of a year: **1.10**
(208 hours equals one tenth full time equivalent)

to carry out the initiatives which were outlined in the Grantee’s proposal to the **NACD TA2021** Priority Request (PR) announced on January 8, 2021. That proposal as submitted and or as amended is hereby made a part of this Agreement as Exhibit I. These funds are made available by a Contribution Agreement between NACD and the Natural Resources Conservation Service (NRCS). The requirements as specified in the RFP are also made a part of this Agreement as Exhibit II.

It is the intent of this Agreement and this project to increase the technical assistance available to the Grantee’s community to improve the conditions of natural resources and the society that depend on them, while providing the maximum flexibility for the Grantee to carry out their responsibilities for these funds.

STATEMENT OF WORK

The Grantee shall undertake the work and activities set forth in Exhibit I, made a part hereof, and incorporated by reference as if fully written herein.

The Grantee expressly acknowledges that this Agreement shall not be construed or interpreted as a contract of agency or employment. The Grantee shall furnish its own support staff necessary for the satisfactory performance of this Agreement.

NACD may, from time to time as it deems appropriate, communicate specific instructions and requests to the Grantee concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable period of time, the Grantee shall respond to such requests. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement, and are not intended to amend or alter this Agreement or any part thereof.

Any or all materials created under this Agreement may be utilized by NACD and/or NRCS to promote outreach, educational and knowledge transfer nationally.

REPORTING

For the duration of the project, NACD will require quarterly reports as of the end of quarters dated March 31, June 30, September 30, and December 31. These reports are due April 20, July 20, October 20, and January 20 using the online Quarterly Report Forms at:

<https://www.nacdnet.org/technical-assistance-grants/technical-assistance-grants-reporting/>

Quarterly Accomplishment Reports must address progress on carrying out technical assistance work outlined in Exhibit I. Quarterly Financial Reports must identify expenditures incurred. When expenditures and or metrics are not available as of the report deadline, a report is still required and should include a statement in the narrative section explaining the reason such information is not provided.

A Final Report must also be submitted. Prior to the Final Report, Financial and Accomplishments Reports must be submitted with anything not previously reported. The Final Report must include a short narrative (up to 200 words) about the Grantee's grant experience and a photo that might be used in NACD publications about the grants. The Final Report must be provided within 30 days of the completion of the grant.

For any changes to the approved grant funds budgets of either Environmental Quality Incentives Program (EQIP), Conservation Stewardship Program (CSP) or Conservation Operations Technical Assistance Program (COTA) greater than 10%, including an increase or decrease in the total budget, please request and secure written approval from your respective NACD Regional Representative. Contact information can be found on the NACD website, link below.

<https://www.nacdnet.org/nacd-staff/>

NACD will respond to reports when and if there is either a request for guidance or a question of compliance with this Agreement. The Grantee shall consult with the personnel of NACD and other

appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

NACD agrees to cooperate with and provide assistance to the Grantee; which includes, designating a person or persons to whom the Grantee will contact and who will regularly review, discuss, and meet with (as possible and necessary) the Grantee regarding the services provided, the time for performance of the services and to assist in arranging meetings, conferences and other arrangements with NACD personnel to facilitate performance under this Agreement, and to ensure that all information and issues required for review by NACD are made available to the Grantee.

The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

TERM OF AGREEMENT

This Agreement shall be in effect and binding for both parties for **13** months from the last signature date set forth below or 12 months from when a previous Agreement between NACD and the Grantee for similar work is closed, whichever is later but still within the terms of NACD agreement with NRCS, to carry out the work described in Exhibit 1 to the satisfaction of NACD, or until otherwise terminated. This Agreement may be extended for an additional period for reasons agreed upon by both parties including should additional funds become available.

This Agreement shall not obligate any participating parties to endorse, support, or otherwise influence any policy, legislation, or program activities.

TERMINATION

Either party to this agreement may terminate this agreement with a 60-day notice. In such a case any unused funds will be returned. This Agreement may also be terminated by NACD for noncompliance with its provisions.

RECORD KEEPING REQUIREMENTS

The Grantee shall keep all financial records in a manner consistent with generally accepted accounting procedures.

All disbursements made for this Agreement shall be only for obligations incurred in the performance of this Agreement and shall be supported by documentation and data, as appropriate to support such disbursements. All disbursements for this Agreement shall be for obligations incurred only after the effective date of this Agreement, unless specific authorization for prior disbursements has been given in writing by NACD.

PAYMENT TERMS AND CONDITIONS

Upon receipt of a signed copy of this Agreement, an initial check for twenty-five percent (three-month estimate of expenses for a one-year Agreement) of the Agreement amount will be issued to the Grantee. Assuming performance of the work continues on schedule, additional funds will be disbursed on a quarterly advanced basis until the grantee has received their entire grant.

CONFLICTS OF INTEREST

The Grantee expressly acknowledges that no officer or employee of NACD has been employed, retained, induced or directed by the Grantee to solicit or secure this Agreement with NACD upon an agreement,

offer, understanding or implication involving the payment of any form of remuneration, whatsoever. The Grantee agrees that, in the event NACD has substantial reason to believe that this provision has been violated, NACD may, at its sole option, consider this Agreement void; and in doing so, NACD is released from any and all obligations under this Agreement.

INDEMNIFICATION

Except where prohibited by law, the Grantee, at its own expense, shall defend and hold NACD, its officers and employees, harmless from all claims, expenses, damages and judgments, including attorney's fees, in the event of a suit or claim arising out of the grantee's performance in executing the services as stated in Exhibit I, including but not limited to, claims of infringement of a U.S. patent, trademark or copyright, or misuse or misappropriation of a trade secret. Similarly, NACD shall provide the Grantee with reasonable notice of such suit or claim and provide information required for the defense of same.

WARRANTY AND DISCLAIMER OF WARRANTY

The Grantee warrants that the work and activities as set forth in this Agreement shall be performed by trained and qualified personnel, and in a professional manner.

COMPLIANCE WITH LAW

The Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Grantee accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by the Grantee in the performance of the work authorized by this Agreement.

CHANGES OR MODIFICATIONS

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and understanding of the parties with respect to the services contemplated under Exhibit I of this Agreement. Any change, deletion, addition or modification of any portion of this Agreement shall not be valid or binding upon either party, unless such change, addition, deletion or modification is agreed to in writing and signed by both parties under this Agreement. See also budget change requests above under REPORTING.

ASSIGNMENT

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party, provided, however, that NACD may assign this Agreement to a related entity without such written consent.

CONSTRUCTION

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the District of Columbia.

FORCE MAJEURE

Neither party shall be responsible for failure to perform under this Agreement due to causes beyond the parties' control, including but not limited to, fires, civil disobedience, riots, embargoes, explosions, rebellions, strikes, work stoppages, acts of God or acts of any governmental authority or any other similar occurrence. The Grantee will notify and consult with NACD regarding the event and how to

minimize its impact, and make reasonable efforts to address the problem and carry out the obligations of this Agreement.

BINDING EFFECT

This Agreement shall ensure to the benefit and be binding upon the legal representatives of the parties hereto, subject to the grant of consent for assignment as provided in this Agreement.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date set forth below.

Chair or designated representative of the Grantee

Jesse Claypool

(Please print name of signer)

Name of Grantee: **Honey Lake Valley Resource Conservation District**

April 22, 2021
(Month) (Day)



Jeremy Peters, CEO
National Association of Conservation Districts

April 2, 2021

Indian Wells
(760) 568-2611
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Los Angeles
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Manhattan Beach
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ANDREA STUEMKY, RCD DISTRICT MANAGER
HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT
170 RUSSELL AVENUE
SUSANVILLE, CA 96130

April 8, 2021
Invoice 901976
AMS
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INVOICE SUMMARY

For Professional Services Rendered Through March 31, 2021:

Our Matter # 83697.00002
Re: DOW V. HONEY LAKE VALLEY RCD (CASE NO. C090304)

Current Fees:	\$	1,573.50
Current Reimbursable Costs:		<u>2.04</u>
Total Current Billings For This Matter:	\$	1,575.54
Balance from Previous Statement:		1,974.51
Payments and Other Credits Received:		<u>0.00</u>
Prior Outstanding Balance:		1,974.51
Total Amount Due:	\$	<u><u>3,550.05</u></u>

INVOICE IS DUE AND PAYABLE UPON RECEIPT