



PUBLIC NOTICE

Meeting of the:

Honey Lake Valley Resource Conservation District

Attachments available 8/30/19 at www.honeylakevalleyrccd.org

Date: Tuesday, September 3, 2019

Location: USDA Service Center
170 Russell Avenue, Suite C
Susanville, Ca. 96130
(530) 257-7271 x100

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 6/19/19 and 7/25/19 meeting minutes (attachments)
- B. Treasurer's Report (attachment)

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

V. REPORTS

- A. District Manager Report (attachment) – Meyer
- B. NRCS Agency Report – Stephens
- C. Lassen SWAT – Meyer/Tippin
- 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 Larry Bain's 2018 Management Representation Letter (attachment)

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

- B. Consideration and approval of NRCS and RCD DRAFT MOU (attachments)

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

- A. Consideration and approval of Lozano Smith invoices 208853, 2088854 totaling \$1,740.00 (attachments)

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

- B. Pursuant to Rule 6.3 of the Honey Lake Valley Resource Conservation District Susan River Watermaster Rules and Regulations – Schedule Public Hearing 90 days from Notice of Appeal to hear the following:
 - Dow-Bonomini Family 2013 Trust July 26, 2019 Complaint re Barham Kelley Water Rights (attachment)
 - Dow-Bonomini Family 2013 Trust July 26, 2019 Complaint re Paragraph 17 and Schedule 4 and Schedule 5, Priority 2 Rights (attachment)

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

IX. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be **September 26, 2019 at 5:30pm**. The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Friday, August 30, 2019 agendas were posted as required by Government Code Section 54956 and any other applicable law.



Kayla Meyer
District Manager



PUBLIC NOTICE

Meeting of the:

Honey Lake Valley Resource Conservation District

Attachments available 6/14/19 at www.honeylakevalleyrcd.org

Date: Wednesday, June 19, 2019

**Location: USDA Service Center
170 Russell Avenue, Suite C
Susanville, Ca. 96130
(530) 257-7271 x100**

Time: 5:30 PM

MEETING MINUTES

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 5:36pm, the pledge of allegiance was recited, and a quorum was noted. Board Member Wayne Langston absent.

II. APPROVAL OF AGENDA

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

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCDD 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 5/23/2019 and 6/5/2019 meeting minutes (attachment)

Board Member Laurie Tippin made a motion to approve 5/23 and 6/5 meeting minutes, Board Member Will Johnson seconded, and the motion passed. All.

B. Treasurer's Report (attachment)

Board had concerns with an unsigned check being cashed.

Action: Board directed staff to look into the matter.

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

V. REPORTS

- A. District Manager Report (attachment) – Meyer
- B. NRCS Agency Report – Stephens
Anne Stehens discussed NRCS Equip Grant updates.
- C. Lassen SWAT – Sims/Tippin
Board and staff discussed SWAT grants and scheduling a grant kick-off meeting with grantees.
- D. WAC Report – Langston
Board and staff discussed WAC terms for current members. Board Chair Jesse Claypool discussed that maintenance on WM equipment was being performed and that equipment will be released to the WM following repairs.
- E. Modoc Regional RCD/CARCD Report – Tippin
- F. Fire Safe Council Report – Johnson
Board Member Will Johnson discussed next phase of Diamond Mnt. Project and recommended attendance at a Fire Safe Council meeting to District Manager, Kayla Meyer. Meetings held the first Monday of the Month.
- G. IRWMP Report – Claypool
Board Chair Jesse Claypool discuss RWMG meeting and the City of Susanville as Lead Agency for IRWM application efforts.
- H. Unagendized reports by board members
Board Chair Jesse Claypool discussed updates to Employee Handbook and that a policy meeting needs to be held to review and approve handbook. Meeting date TBD.

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 SDRMA Workers Comp. and Property Liability Insurance dues totaling \$5,077.35 and \$4,438.06 (attachments)
Board Member Laurie Tippin made a motion to improve insurance dues, Board Member Will Johnson seconded, and the motion passed. All

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

- B. Consideration and approval of CARCD membership dues (attachment)
Board Member Laurie Tippin made a motion to table agenda item to July meeting, Board Member Will Johnson seconded, and the motion passed. All
Action: Board directed staff to run report to calculate dues.

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

- C. Discussion of filling RCD Board Member Vacancy
Board discussed advertising Board vacancy online and in From Where I Stand.

Action: Board directed staff to post vacancy on the HLV RCD website. Board Chair Jesse Claypool will run ad in local paper.

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

D. Consideration of and submit vote for SDRMA Board Election (attachments)

Board Member Laurie Tippin made a motion to table election to July meeting, as Board is unsure whether Board Chair is able to vote for himself and be present during voting, Board Member Will Johnson seconded, and the motion passed.

Action: Board directed staff to contact SDRMA regarding voting procedures.

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

E. Consideration and approval of Feather River RCD MOU (attachment)

Board Member Laurie Tippin made a motion to table consideration of MOU to July meeting, due to Board wanting further clarification and context of request, Board Member Will Johnson seconded, and the motion passed. All.

Action: Board directed staff to contact Feather River regarding MOU. Board Chair Jesse Claypool to look into LAFCO restrictions/permission for work outside of district.

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

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

A. Consideration and approval of Lazano Smith invoices 2082065, 2082066 totaling \$5,345.24 (attachments)

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

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

VIII. ADJOURNMENT TO CLOSED SESSION

A. Personnel – Certain personnel matters pursuant to Government Code Section 54957 – District Manager Ian Sims Final Evaluation

No reportable action.

IX. RECONVENE IN OPEN SESSION

X. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be **Thursday, July 25th at 5:30pm**. The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Friday, June 14, 2019 agendas were posted as required by Government Code Section 54956 and any other applicable law.



Kayla Meyer
District Manager

APPROVED: _____
Jesse Claypool, RCD Board Chairperson

DATE: **September 3rd, 2019**



PUBLIC NOTICE

Meeting of the:

Honey Lake Valley Resource Conservation District

Attachments available 7/22/19 at www.honeylakevalleyrcd.org

Date: Thursday, July 25, 2019

Location: USDA Service Center
170 Russell Avenue, Suite C
Susanville, Ca. 96130
(530) 257-7271 x100

Time: **5:30 PM**

MEETING MINUTES

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 5:42pm, the pledge of allegiance was recited, and a quorum was noted. Board Member Will Johnson absent.

II. APPROVAL OF AGENDA

Board Member Wayne Langston made a motion to approve the agenda, Board Member Laurie Tippin seceonded, and the motion passed. All.

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 6/19/19 meeting minutes (attachment)

Board Member Jesse Claypool noted that 'no reportable action' be added to closed session report.

Board Member Wayne Langston made a motion to approve 6/19/19 minutes with noted change, Board Member Laurie Tippin seceonded, and the motion passed. All.

B. Treasurer's Report (attachment)

PTO accrual is and will be an addition to the Treasurer's Report. Number of required signatories and check

amounts discussed.

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

V. REPORTS

- A. District Manager Report (attachment) – Meyer
- B. NRCS Agency Report – Stephens
No Report.
- C. Lassen SWAT – Sims/Tippin
- D. WAC Report – Langston
WAC meeting update and current WM issues discussed.
- E. Modoc Regional RCD/CARCD Report – Tippin
Upcoming CARCD conference theme and attendance discussed. Board will need to decide on a delegate, as Tippin will be unable to do so this year.
- F. Fire Safe Council Report – Johnson
No report.
- G. IRWMP Report – Claypool
RWMG meeting and IRWM application discussed.
- H. Unagendized reports by board members
Board Member Jesse Claypool discussed introducing Meyer and Adams to the Board of Supervisors.
Discussion of an RCD Fall Mixer – Date TBD.

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

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

- A. Consideration and approval of Larry Bain's 2018 Audit report and Management Representation Letter (attachments)
Audit report discussed with many questions from Board Members.
Action: Board Members to send questions to Meyer by 8/2/19. Questions will be forwarded to Auditor.
Consideration and approval of Management Letter Tabled until 9/3/19 meeting.

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

- B. Consideration and approval of CARCD membership dues (attachment)
Dues amount was calculated in the amount of \$183. Board Members discussed and approved an additional \$117 donation, for a total of \$300 in dues.
Board Member Laurie Tippin made a motion to approve the final dues amount of \$300, Board Member Wayne Langston seconded, and the motion passed. All.

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

- C. Consideration of and submit vote for SDRMA Board Election (attachments)
Board discussed and agreed to vote for the two incumbents and Board Member, Jesse Claypool.

Board Member Laurie Tippin made a motion to submit the votes, Board Member Wayne Langston seconded, and the motion passed. All.

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

- D. Consideration and approval of Feather River RCD MOU (attachment)

Board discussed edits and minor changes to MOU language.

Board Member Wayne Langston made a motion to approve the MOU with changes, Board Member Laurie Tippin seconded, and the motion passed. All.

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

- E. Discussion of August Board Meeting Date and Time

Meeting will be held September 3rd, 2019 at 5:30pm.

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

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

- A. Consideration and approval of Lozano Smith invoices 2086668, 2086669 totaling \$957.00 (attachments)

Tabled until further clarification from Lozano Smith on charges.

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

- B. Consideration and approval of 2019-2020 Apportionment Assessment Certification letter to the County Auditor (attachments)

Board Member Wayne Langston made a motion to approve, Board Member Laurie Tippin seconded, and the motion passed. All.

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

VIII. ADJOURNMENT TO CLOSED SESSION

- A. Personnel – Certain personnel matters pursuant to Government Code Section 54957 – District Manager Kayla Meyer
CANCELLED – Special Meeting to Follow.

IX. RECONVENE IN OPEN SESSION

X. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be **September 3, 2019 at 5:30PM**. The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

Meeting adjourned – 7:50PM.

Respectfully Submitted,

APPROVED: _____
Jesse Claypool, RCD Board Chairperson

Kayla Meyer

DATE: **September 3th, 2019**

Kayla Meyer
District Manager



PUBLIC NOTICE
Special Meeting of the:
Honey Lake Valley Resource Conservation District
Attachments available 7/24/19 at www.honeylakevalleyrcd.org

Date: Thursday, July 25, 2019

Location: USDA Service Center
170 Russell Avenue, Suite C
Susanville, Ca. 96130
(530) 257-7271 x100

Via Teleconference:
Holiday Inn
250 West, State Hwy 20,
Fort Bragg, CA 95437

Time: **7:00 PM**

SPECIAL MEETING MINUTES

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 7:55pm, the pledge of allegiance was recited, and a quorum was noted. Board Member Will Johnson absent.

II. APPROVAL OF AGENDA

Board Member Wayne Langston made a motion to approve the 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

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. ADJOURNMENT TO CLOSED SESSION

- A. Personnel – Certain personnel matters pursuant to Government Code Section 54957 – District Manager Kayla Meyer.

No reportable action.

- B. Conference with legal counsel pursuant to Government Code Section 54956.9(d)(1); Lassen County Superior Court Case Number 4573.

No reportable action.

VIII. RECONVENE IN OPEN SESSION

IX. ADJOURNMENT - 9:12PM

The next Honey Lake Valley RCD meeting will be **September 3, 2019 at 5:30PM**. The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

Respectfully submitted,



Kayla Meyer
District Manager

APPROVED: _____
Jesse Claypool, RCD Board Chairperson

DATE: **September 3th, 2019**

Honey Lake Valley Resource Conservation District

PROFIT AND LOSS DETAIL

July 2019

PTO Accrual: 215 hours

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Ordinary Income/Expenses							
Income							
40070 Grant Proceeds							
40075 IRWMP							
07/01/2019	Deposit			DACI Invoice 4 & 5	10000 Tri-Co 639	62,587.19	62,587.19
Total for 40075 IRWMP						\$62,587.19	
Total for 40070 Grant Proceeds						\$62,587.19	
40160 Refund Deposit							
07/05/2019	Deposit			POS RTN 2732 SIDE BY SI_SIDE BY SIDE STUFF_8166169946 MO	11600 Tri-Co WM 218	171.55	171.55
07/12/2019	Deposit			POS RTN 2732 WALMART.CO_WALMART.COM 8009666_BENTONVILLE AR	11600 Tri-Co WM 218	38.95	210.50
07/17/2019	Deposit			POS RTN 2732 SIDE BY SI_SIDE BY SIDE STUFF_8166169946 MO	11600 Tri-Co WM 218	203.74	414.24
Total for 40160 Refund Deposit						\$414.24	
Total for Income						\$63,001.43	
Expenses							
60020 Bank Charge							
07/23/2019	Check		Intuit		11600 Tri-Co WM 218	3.50	3.50
Total for 60020 Bank Charge						\$3.50	
60110 EQUIPMENT							
07/02/2019	Expense			POS PUR 2732 EVERYTHING_EVERYTHING POLARIS_866-373-8775 WI	11600 Tri-Co WM 218	459.93	459.93
07/11/2019	Expense			POS PUR 2732 DIAMOND MO_DIAMOND MOUNTAIN MI_SUSANVILLE CA - FUEL	11600 Tri-Co WM 218	29.07	489.00
Total for 60110 EQUIPMENT						\$489.00	
60145 Insurance							
07/10/2019	Expense		SDRMA	CHECK 2973 - SDRMA Insurance	10000 Tri-Co 639	1,106.33	1,106.33
07/10/2019	Expense		SDRMA	CHECK 1745	11600 Tri-Co WM 218	4,392.96	5,499.29
07/10/2019	Expense		SDRMA	CHECK 1747	11600 Tri-Co WM 218	3,971.02	9,470.31
07/10/2019	Expense			CHECK 2975 - SDRMA Insurance	10000 Tri-Co 639	45.10	9,515.41
Total for 60145 Insurance						\$9,515.41	
60160 Legal-Prof Fees							
07/19/2019	Expense		SingletonAuman	CHECK 2976	10000 Tri-Co 639	70.00	70.00
07/19/2019	Expense		SingletonAuman	CHECK 1750	11600 Tri-Co WM 218	70.00	140.00
Total for 60160 Legal-Prof Fees						\$140.00	
60205 Mileage Reimb.& Mtgs							
07/02/2019	Expense			CHECK 1748	11600 Tri-Co WM 218	104.38	104.38
07/22/2019	Expense			CHECK 1749 - CA Reimbursement	11600 Tri-Co WM 218	112.73	217.11
Total for 60205 Mileage Reimb.& Mtgs						\$217.11	
60240 Office							
07/01/2019	Expense		Intuit	REC POS 2581 Intuit *Qu_Intuit *QuickBooks_800-446-8848 CA	10000 Tri-Co 639	40.00	40.00
07/02/2019	Expense		Google SV Google SVCsapps	POS PUR 2581 GOOGLE *GS_GOOGLE *GSUITE_hone_cc@google.com CA	10000 Tri-Co 639	54.00	94.00
07/08/2019	Expense		Frontier	REC POS 7410 CTS*FRONTI_CTS*FRONTIER ONLINE_800-921-8101 CT	10000 Tri-Co 639	75.98	169.98

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
07/09/2019	Expense		U.S. Cellular	REC POS 2732 USCELL REC_USCELL RECURRING_WWW.USCELLULA IL	11600 Tri-Co WM 218	57.60	227.58
07/29/2019	Expense		Adobe Pro Software	REC POS 2581 ADOBE *ACR_ADOBE *ACROPRO SUBS_800-833-6687 CA	10000 Tri-Co 639	14.99	242.57
Total for 60240 Office						\$242.57	
62000 Bank charges and Fees							
07/01/2019	Check		Intuit		11600 Tri-Co WM 218	3.50	3.50
07/09/2019	Check		Intuit		11600 Tri-Co WM 218	3.50	7.00
Total for 62000 Bank charges and Fees						\$7.00	
66000 Payroll Expenses							
07/31/2019	Journal Entry	SA-07-2019		Total Due from RCD - Gross July	-Split-	3,420.00	3,420.00
07/31/2019	Journal Entry	SA-07-2019		Watermaster A/C July Payroll Taxes	-Split-	1,121.99	4,541.99
07/31/2019	Journal Entry	SA-07-2019		Watermaster A/C July Payroll Gross	-Split-	12,269.60	16,811.59
07/31/2019	Journal Entry	SA-07-2019		Total Due from RCD - Taxes July	-Split-	296.73	17,108.32
Total for 66000 Payroll Expenses						\$17,108.32	
67000 Vehicle repairs							
07/11/2019	Expense			POS PUR 2732 Fast Glass_Fast Glass_775-3313110 NV	11600 Tri-Co WM 218	425.00	425.00
Total for 67000 Vehicle repairs						\$425.00	
Total for Expenses						\$28,147.91	
Net Income						\$34,853.52	



Service With Solutions™

P.O. Box 909, Chico, CA 95927

YOUR STATEMENT

Customer Service: 1-800-922-8742
TriCountiesBank.com

Page: 1 of 2
Statement Date: 07-30-19
Primary Account: XXXXXXXX2639

HONEY LAKE VALLEY RESOURCE
CONSERVATION DISTRICT
170 RUSSELL AVE STE C
SUSANVILLE CA 96130



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Not for Profit Business Chkg

Account: XXXXXXXX2639

Account #	XXXXXXXX2639	Statement Dates	07-01-19 thru 07-30-19
Beginning Balance	51,376.38		
1 Deposits/Credits	62,587.19		
8 Checks/Debits	6,004.92		
Service Charge	0.00		
Interest Paid	0.00		
Ending Balance	107,958.65		

Transactions

Date	Description	Amount
7-01	Deposit	62,587.19
7-01	Rec POS 2581 Intuit *Qu Intuit *Quickbooks 800-446-8848 CA	40.00 -
7-02	POS Pur 2581 Google *Gs Google *Gsuite_hone Cc@google.com CA	54.00 -
7-08	Rec POS 7410 Cts*Fronti Cts*Frontier Online 800-921-8101 Ct	75.98 -
7-11	Cm Xfer To DDA XXXXXXXX4218	4,598.52 -
7-29	Rec POS 2581 Adobe *Acr Adobe *Acropro Subs 800-833-6687 CA	14.99 -

Checks

Check #	Date	Amount	Check #	Date	Amount	Check #	Date	Amount
2973	7-10	1,106.33	2975*	7-10	45.10	2976	7-19	70.00

* Indicates a Gap in Check Number Sequence

End of Statement



Service With Solutions™

P.O. Box 909, Chico, CA 95927

YOUR STATEMENT

Customer Service: 1-800-922-8742
TriCountiesBank.com

Page: 1 of 3
Statement Date: 07-30-19
Primary Account: XXXXXXXX4218

HONEY LAKE VALLEY RESOURCE
CONSERVATION DISTRICT
170 RUSSELL AVE STE C
SUSANVILLE CA 96130



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Not for Profit Business Chkg

Account: XXXXXXXX4218

Account #	XXXXXXXX4218	Statement Dates	07-01-19 thru 07-30-19
Beginning Balance	132,118.65		
4 Deposits/Credits	5,012.76		
15 Checks/Debits	26,919.81		
Service Charge	0.00		
Interest Paid	0.00		
Ending Balance	110,211.60		

Transactions

Date	Description	Amount
7-01	Intuit Payroll S Quickbooks Honey Lake Valley Reso	3,503.17 -
7-02	POS Pur 2732 Everything Everything Polaris 866-373-8775 Wi	459.93 -
7-05	POS Rtn 2732 Side By Si Side By Side Stuff 8166169946 MO	171.55
7-09	Rec POS 2732 Uscell Rec Uscell Recurring Www.uscellula IL	57.60 -
7-09	Intuit Payroll S Quickbooks Honey Lake Valley Reso	3,844.49 -
7-11	Cm Xfer Fr DDA XXXXXXXX2639	4,598.52
7-11	POS Pur 2732 Diamond MO Diamond Mountain MI Susanville CA	29.07 -
7-11	POS Pur 2732 Fast Glass Fast Glass 775-3313110 Nv	425.00 -
7-12	POS Rtn 2732 Walmart.co Walmart.com 8009666 Bentonville Ar	38.95
7-15	Employment Devel Edd Eftpm Honey Lake Valley Reso	289.48 -
7-15	Employment Devel Edd Eftpm Honey Lake Valley Reso	1,032.13 -
7-15	Irs Usataxpymt Honey Lake Valley Reso	4,783.36 -
7-17	POS Rtn 2732 Side By Si Side By Side Stuff 8166169946 MO	203.74
7-23	Intuit Payroll S Quickbooks Honey Lake Valley Reso	3,844.49 -

Continued on Next Page

Checks

<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Check #</u>	<u>Date</u>	<u>Amount</u>
1745	7-10	4,392.96	1748	7-02	104.38	1750	7-19	70.00
1747*	7-10	3,971.02	1749	7-22	112.73			

* Indicates a Gap in Check Number Sequence

End of Statement

Honey Lake Valley RCD District Manager Report

Kayla Meyer – District Manager

September 3, 2019

RCD Administration:

- Schedule Policy Committee Meeting to review updated Handbook/policy sections
- 2018 Audit draft
- Board vacancy on website
- CDSA Conference Registration – September 25-28 in Anaheim, CA
- CARCD Conference Registration – November 12-15, 2019 in Redding, CA – KM Registered

Susan River Water Master Service

- County Auditor/Assessor letters sent 8/4/19
- Usage report draft due 9/12/19 – First WAC reading 9/26/19
- Office Hours: T/TH, 2-5pm

DWR: Lahontan Basin IRWM (DACI Grant)

- All past invoices paid and up to date.
- Invoice 6 submitted 7/15/19 – awaiting payment
- City of Susanville submitted IRWM Pre-Application materials
- DWR DACI workshop was held 8/5 in S. Lake Tahoe – KM attended

DOC: RCD Accreditation Program

- Pending final invoice payment

SWRCB: Storm Water Resource Planning Grant

- Successful project closeout achieved.
 - Received concurrence letter. Awaiting final retainer payment.

SNC: Lassen Creek Watershed

- Progress report 7/31/19

CalRecycle: Farm and Ranch Solid Waste Cleanup and Abatement Grant

- Dave Schroder finished work on Mendes project in June – Grant close-out work complete
 - Issue final payment check to contractor
 - Press release with photos to go on website

CDFA: Carbon Farming Technical Assistance Grant / Carbon Farming Initiatives

- CCI -Regional Carbon Farming Hub Planning Grant submitted with Feather River RCD
 - Not awarded, but CCI still has interest in assisting with creation of Hub
- NRCS CIG Funding Opportunity for RCD – 50k annually for 5 years

Special Weed Action Team

- Received 3 SWAT grants (~60k each)
- Grant Kick-off meeting to follow

Plans for Next Month:

- Continue work on open grants/agreements: SNC, CalRecycle, DACI, SWAT, Carbon Farming Initiatives

Honey Lake Valley Resource Conservation District

Management Representation Letter

June 30, 2018

July 15, 2019

Larry Bain, CPA,

An Accounting Corporation,

This representation letter is provided in connection with your audit(s) of the financial statements of Honey Lake Valley Resource Conservation District, which comprise the respective financial position of the governmental activities and fund information as of June 30, 2018, and the respective changes in financial position for the period then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) modified cash basis of accounting.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of July 15, 2019, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 2, 2018, including our responsibility for the preparation and fair presentation of the financial statements and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP modified cash basis of accounting and include all properly classified funds and other financial information of the primary government and all component units required by U.S. generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- 7) All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed. No events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements or in the schedule of findings and questioned costs.
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter.

- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the Honey Lake Valley Resource Conservation District is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters [and all audit or relevant monitoring reports, if any, received from funding sources].
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the District or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements. We have not consulted with an attorney regarding unasserted possible claims or assessments that are probable of assertion and must be disclosed in accordance with FASB Accounting Standards Codification 450, *Contingencies*. (excerpts of which can be found in the ABA's Auditor's Letter Handbook).
- 18) We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.

Government—specific

- 19) We have made available to you all financial records and related data [and all audit or relevant monitoring reports, if any, received from funding sources].
- 20) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 21) We have taken timely and appropriate steps to remedy fraud, violations of laws, regulations, contracts, or grant agreements, or abuse that you have reported to us.
- 22) We have a process to track the status of audit findings and recommendations.

- 23) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 24) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 25) The District has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 26) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 27) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 28) As part of your audit, you assisted with preparation of the financial statements and related notes and schedule of expenditures of federal awards. We have designated an individual with suitable skill, knowledge, or experience to oversee your services and have assumed all management responsibilities. We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.
- 29) The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 30) The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 31) We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
- 32) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 33) The financial statements properly classify all funds and activities.
- 34) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 35) Components of net position (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.
- 36) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 37) Provisions for uncollectible receivables have not been identified and recorded because the financial statements are presented under the modified cash basis of accounting.
- 38) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 39) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 40) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 41) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.

- 42) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 43) We have appropriately disclosed the District's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 44) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 45) With respect to the Budget to Actual Schedule-General Fund
- a) We acknowledge our responsibility for presenting the Budget to Actual Schedule-General Fund in accordance with accounting principles generally accepted in the United States of America, and we believe the Budget to Actual Schedule-General Fund, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) We acknowledge the management discussion and analysis is required supplementary information and have chosen to omit that as RSI in these financial statements. We acknowledge your responsibility to present an explanatory paragraph in your auditor's report.

Signature: _____

Title: _____

Date: _____

Memoranda of Agreements with Resource Conservation Districts



LEVEL ONE: Mutual Agreement

USDA + CA Governor + RCD

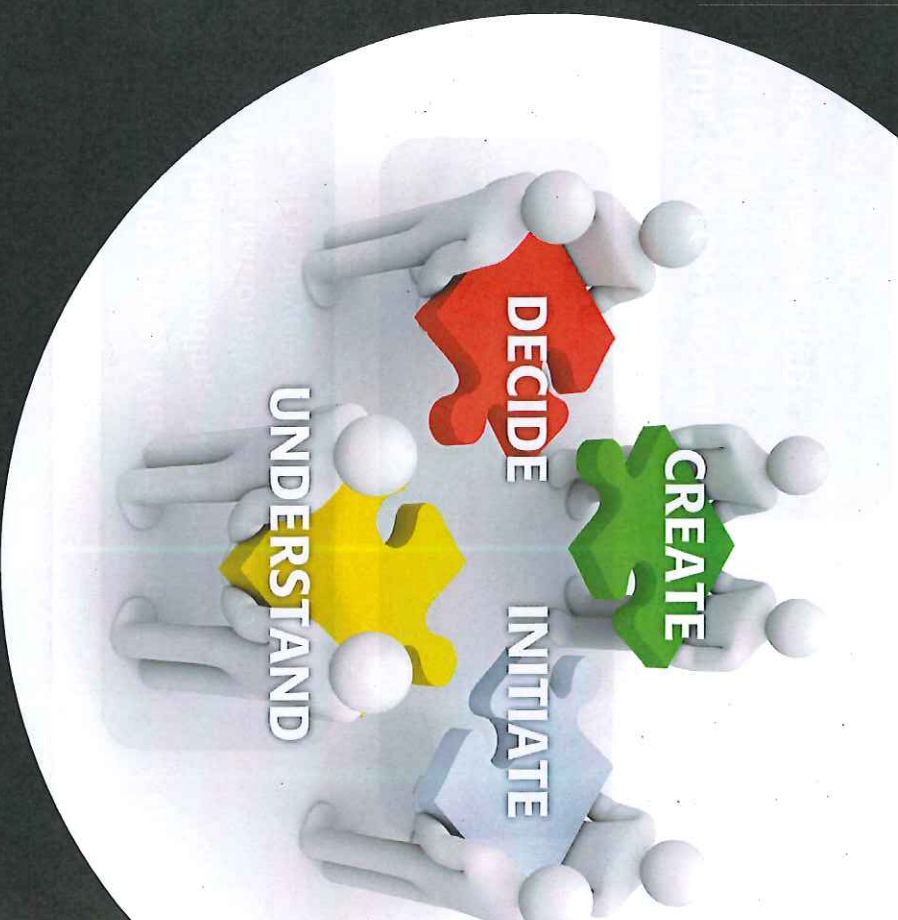
LEVEL TWO: Memorandum of
Understanding - National Level
NRCS Nationally + NACD + National
Employees' Organizations

LEVEL THREE: New Memorandum of
Agreement - State Level
NRCS California + RCD + CARCD

LEVEL FOUR: Local Operational
Agreement (LOA)
District Conservationist + RCD
(Optional for localized activities)

Memorandum of Agreement Parameters

- ▶ CARCD Coordination and Collaboration
- ▶ A unified Vision and Goal
- ▶ Support state-wide efforts
 - ▶ Outreach
 - ▶ Public meetings
 - ▶ Regional & Local conservation projects
- ▶ Alignment with conservation priorities
- ▶ Open Commitment to work together
- ▶ Partnership



Good Morning Folks,

We are in the final stretch of getting our Memorandum of Understanding with the CARCD and our local RCD's completed. Please review the list below for action items. I am asking you all to present to your local RCD's the new California Standardized State-Level Memorandum of Agreement (MOA) draft template for their review and concurrence. The attached document "Talking Points for DC to present MOA to RCD's" goes into detail about why CA-NRCS is asking the RCD's to enter into this MOA at this time.

Please review the attached documents and complete the actions below before 9/30/2019. If you or your local RCD have any questions please let me know.

Action Required for District Conservationist:

1. DC presents to the RCD Board the new CA Standardize State-Level MOA for RCD review and concurrence.
2. The DC should inform the RCD that the national standardize MOA has been reviewed by the California Association of Resource Conservation Districts (CARCD) board members and the Department of Conservation (DOC) staff and a new California Standardize MOA has been developed specific to CA RCDs (attached).
 - Our goal is having one statewide MOA for RCDs to sign.
 - CARCD Board members have added language to address the specific needs of CA RCDs.
 - The Department of Conservation (DOC) has reviewed the MOA and fully supports the MOA.
 - DOC will sign the MOA only as a witness to support the RCDs. There are no agreed to items for DOC in the MOA
3. The CARCD Board of Directors and CA-NRCS leadership encourage the Districts to accept the edited draft MOA being reviewed.
4. DC's should encourage the RCD Board to accept the document as edited. If there are any fatal flaws that the District cannot in "good faith" accept, please call or email Jim Kocsis at 530-792-5605 or jim.kocsis@usda.gov to discuss the RCD's issues.

Actions for Resource Conservation Districts:

1. RCDs should review the MOA. If they are questions, send them to the Assistant State Conservationist for Field Operations.

2. Make sure the RCDs are aware the MOA is draft, final signatures will not be required until the MOA is re-distributed for signature sometime between November 1 and December 15, 2019.

Follow-up Actions:

3. October 1 CA-NRCS will send the final version of the MOA to the National Grants Agreement Division for final approval.
4. Once approved, CA-NRCS will distribute the MOA to RCD for signature.



**Memorandum of Agreement
Talking Points
for District Conservationists
to present the MOA to the
Resource Conservation District Board Members.**

Attached Documents for Presentation to the RCD Board:

- California (CA) Standardized State Level Memorandum of Agreement (MOA) draft.
- CARCD track changes to the National Standardized State Level MOA.
- MOA Visual Graphic for the Parameter of the MOA and the four levels of agreements between USDA, NRCS and RCDs.
- Links to the current Mutual and Cooperative Working Agreements with each RCD.

DC Presentation to the RCD Board:

1. Use these talking points to make your presentation to the RCD. Make sure you provide background information and why a new agreement is needed.
 - The visual Graphic of the parameters show how the parts of MOA are connected.
2. Explain the difference between a cooperative agreement (a legal binding document to share resources or provide funds) and a Memorandum of Agreement that describes the level of the relationship between NRCS and RCDs.
3. Provide copies of the CA Standardize State-level MOA. Explain that CARCD Board Members provided the specific language to tailor the National MOA template specific to CA-RCDs.
 - In addition, CARCD added several agreed to items.
 - If the RCD wants to see the actual language the CARCD Board added to the MOA, give them a copy of the ***CARCD Track changes to the National Standardized State Level MOA.***
4. Explain that DOC will not be a formal signatory to the MOA but will sign the MOA as a witness to support the RCDs.
5. Emphasis the need for one standardized state-wide MOA that all RCDs sign.
6. If an RCD has any issues with the language of the MOA please contact Jim Kocsis at 530-792-5605 or email Jim.kocsis@usda.gov.
7. Encourage the RCD to accept the current draft MOA. Inform them that CARCD, DOC and NRCS leadership fully support the current draft MOA.
8. Explain that NRCS will continue to have contribution and cooperate agreements with the RCDs that will share vehicles and office space and provide funding for conservation deliverables.
9. Be sure to address the following: There will not be any negative effects, the history of the partnership, what we can do together and the intent.
10. Attached is a PowerPoint slide with links to the four levels of agreement with RCDs. A brief explanation of the four levels of agreement are at the end of the



talking points. Provide a short explanation to the RCD. Copies of the agreements can be downloaded from the CA Share Point site under management and strategy.

- Attached: Links to the current Mutual and Cooperative Working Agreements with each RCD.

Background:

NRCS is in the process of replacing the current State Level Cooperative Working Agreement (CWA), with each Resource Conservation District, with a new Memorandum of Agreement (MOA).

Currently NRCS has a state level agreement, the Cooperative Working Agreement (CWA), with each Resource Conservation District. The Cooperative Working Agreement is between California-NRCS, the Resource Conservation District, the California Association of Resource Conservation Districts and the California Department of Conservation.

- The CWA documents the relationship and basic framework for the cooperation between NRCS, and Resource Conservation Districts on a statewide basis.
- Neither funding nor things of value can be transferred through the CWA.
- The CWA is not legally or financially binding.
- Copies of the current Cooperative Working Agreement with each RCD can be found on the CA SharePoint Site under Management and Strategy.

Why a new Agreement and Name Change?

The reason to change the name from Cooperative Working Agreement to Memorandum of Agreement is to ensure their correct and legal use.

- The new nomenclature, Memorandum of Agreement, better describes the level of the relationship between NRCS and RCDs.
- **Using the terminology of "Cooperative Working Agreement" can be confusing or misleading.**
- The state-level Cooperative working Agreement has been used as a Memorandum of Agreement, which documents the working relationship between NRCS and RCDs, but is not legally or financially binding.
- Memorandum of Agreements are very different from cooperative agreements, which are used to transfer funds or "things of value." Memorandum of Agreements cannot be used to transfer funds or "things of value".
- NRCS may only share resources (e.g., incidental office space, vehicles, technical assistance, etc.) via formal cooperate or contribution agreements.
- Cooperative agreements are legally or financially binding and implies there is some type of transfer of funds or things of value and **the current Cooperative Working Agreement implies a legal or financial binding document, which it is not.**

New State-Level Memorandum of Agreement:

In addition to the name change, there are several reasons for refreshing the state level Cooperative Working Agreement:



- The new agreement has been updated with a statement of mutual benefit;
- Emphasis on locally-led voluntary conservation has been added;
- Adds specific language on what NRCS and the RCD's shall do regarding locally-led voluntary conservation and adherence to technical standards;
- Added language on data and information sharing; and,
- Added a section on general provisions that address period of performance, amendments and transfer of funding or non-monetary resources.
- The MOA is draft and has been developed by our National Office. The National Office is allowing states to modify the national MOA template to be state specific. CARCD, DOC and NRCS Leadership have all contribute to the development of a California State-Level MOA.

California Standardized State Level Memorandum of Agreement (MOA)

1. The CARCD Board Members have reviewed the National MOA template and make specific changes to develop a new California Standardized MOA specific to CA RCDs.
2. CARCD has also added several agreed to items for CARCD.
3. The Department of Conservations (DOC) has reviewed the National MOA template and fully supports the MOA. DOC is not a formal signatory but will sign the agreement as a witness to support RCDs.
4. **The goal is to have one CA Standardized State Level Memorandum of Agreement for all CA Resource Conservation Districts to sign.**
5. The District Conservationist should point out that CARCD, DOC and NRCS leadership, encourages the RCDs to accept the document as is.
6. If the RCD identifies any fatal flaws that the District cannot in "good faith" accept please call or email Jim Kocsis at 530-792-5605 or jim.kocsis@usda.gov to discuss the RCD's issues.

What is Next:

1. After the all the RCDs have reviewed the document, by September 30, 2019, it will be sent to the National Grants and Agreement Division for final approval.
2. Once approved, CA-NRCS will distribute the final MOA to all RCDs for their signature.
3. After the RCDs sign the MOA, CARCD and NRCS will sign and DOC will sign as a witness; Then copies of the completed, signed MOA will be distributed to the RCDs. Original copies will be kept at the NRCS State Office. Copies will also be posted on the CA SharePoint site.

Are there any negative impacts?

We do not expect this to have any negative impacts on our relationship with California Association of Resource Conservation Districts, individual Resource Conservation Districts or Department of Conservation. In fact, this is a positive thing that we will be codifying in current terms the historic relationship between



NRCS and our District partners. – It's not surprising that across 50 states, 2 territories and 85 years our many memoranda of agreement have gotten a bit "individualized." FPAC is developing a standard template and now our agreements will be similar from Alabama to Wyoming.

History of Partnerships:

The Brown Creek Soil Conservation District in North Carolina signed the first Memorandum of Understanding, now known as Memorandum of Agreement with USDA in 1937. The acreage in districts topped the two billion mark in 1973. Beginning in 1980, Native Americans organized districts and began receiving assistance from NRCS as well.

What we can do together:

- Approve conservation plans, in accordance with conservation policy;
- Provide technical assistance;
- Provide administrative support;
- Lead the locally led process;
- Provide input on local natural resource concerns and recommendations to NRCS for CTA programs;
- Lead local communication and public participation;
- Assist with outreach programs;
- Convene the USDA local working group;
- Become a certified TSP;
- Partnerships expand the reach and depth of conservation on the land. It is our duty to provide quality assistance to farmers, ranchers and landowners to ensure protection of our nation's lands. Individually the federal, state, and nonprofit groups that comprise our conservation partnerships have a diversity of expertise in discipline, location/area, and focus. As partners in conservation, these groups share their unique areas of expertise and conservation work to put more conservation on the land.

The intent is:

- Continued support of customer service;
- Strengthen and modernize conservation delivery;
- Outreach to new and existing farmers and partners;
- Encourage a voluntary approach; and
- Practical approach to conservation of water, soil and environment.

Memorandum of Agreement Parameters: *Create-Decide-Initiate-Understand:*

- CARCD Coordination and Collaboration;
- A unified Vision and Goal;
- Support state-wide efforts;
 - Outreach
 - Public Meetings



- Regional and local conservation projects
- Alignment with conservation priorities;
- Open Commitment to work together;
- Partnership.

Summary of Agreements for Use with Resource Conservation Districts:

There are four levels of agreements between USDA, NRCS and RCDs. Please brief the RCDs on the four levels for information only.

- We are only redoing the Level Three agreement between CA-NRCS, CARCD and the RCD currently named Cooperative Working Agreement (CWA). We are changing the name to Memorandum of Agreement (MOA).

Definition of the Four Levels of Agreement:

1. **Level One:** Mutual Agreement between the Secretary of Agriculture, California Governor and the individual Resource Conservation District.
 - Copies of the Level One Mutual Agreement with each RCD is posted on the CA SharePoint site under Management and Strategy.
 - The DC can pull the RCD's Mutual Agreement form the SharePoint site if the RCD wants to see the agreement.
 - ❖ Intent of the Mutual Agreement: Documents relationship and basic framework for cooperation with USDA. Neither funding nor things of value are transferred through this instrument. Not legally or financially binding.
2. **Level Two:** National Level agreement called Memorandum of Understanding (MOU) between the Chief of NRCS, the National Association of Conservation Districts (NACD), and the National Conservation Districts Employees Organizations.
 - Copies of the Level 3 MOU are not available. This agreement is at the national level and copies are kept at the National NRCS office in Washington DC.
 - ❖ Intent of the MOU: Documents relationship and basic framework for cooperative with NRCS. Neither funding nor things of value are transferred through this instrument. Not legally or financially binding.
3. **Level Three:** State Level Agreement between CA-NRCS, CARCD and the individual RCD.
 - This is the current Cooperative Working Agreement we are redoing and developed a new agreement template now call: Memorandum of Agreement (MOA).
 - Copies of the Level 3 Cooperative Working Agreement with each RCD is posted on the CA SharePoint site under Management and Strategy.
 - The DC can pull the RCD's Cooperative Working Agreement from the SharePoint site if the RCD wants to see the agreement.



- ❖ Intent of the State-level agreement: Documents relationship and basic framework for cooperation between NRCS and Resource Conservation districts on a statewide basis. Neither funding nor things of value are transferred through this instrument. Not legally or financially binding.

4. **Level Four:** This is a Local Optional Agreement (LOA) between the RCD and the District Conservationist.

- Not all District Conservationists have a Level Four LOA with the RCD, the agreement is optional.
- Copies of the LOA are only kept at the field office.
- Copies of the LOA template with the purpose and benefits are posted on the CA SharePoint site under Management and Strategy.
- The DC and RCD can enter into a LOA at any time and the duration of the LOA is at the discretion of both parties.
- The LOA agreement does not require state or area NRCS approval, which means it stays in the local office.
- Neither funding nor things of value are transferred through this instrument. Not legally or financially binding.
- ❖ Intent of the LOA: The partnership between NRCS and RCDs across the state is a critical for the success of local conservation efforts. This partnership increases the ability to serve common landowners; a well negotiated relationship results in an effective, efficient partnership that better serves the community and makes both partners stronger. A local operational agreement (LOA) is a perfect opportunity for local NRCS and RCD offices to understand expectations, set common goals, and negotiate a positive working partnership. Across California it is critical that RCD and NRCS offices work together to efficiently provide conservation services to landowners and education to the community.
- ❖ Benefits of a LOA: An Operational Agreement allows both parties to understand expectations and strengthen the relationship between the local NRCS office and the District. Agreements can help to set common goals and negotiate services to ensure efficiency for both offices and minimize duplication of services. The LOA is an opportunity for the District Conservationist (DC) to put in writing what the staff will do to support District activities and/or programs. Formalizing expectations and setting common goals with a LOA can have measured positive affects for both the local NRCS office and the District. The LOA agreement does not require state NRCS approval, which means it stays in the local office.

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MEMORANDUM OF AGREEMENT BETWEEN THE United States Department of Agriculture, Natural Resources Conservation Service AND [INSERT NAME] Resource Conservation District, State of California AND THE California Association of Resource Conservation Districts

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (hereafter referred to as NRCS) and the [INSERT NAME] Resource Conservation District (hereafter referred to as Resource Conservation District), and the California Association of Resource Conservation Districts.

The NRCS and [INSERT NAME] Resource Conservation District (referred to jointly as the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach with landowners as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. BACKGROUND

The NRCS and [INSERT NAME] Resource Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to "helping people help the land." It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS's approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, their natural resource conditions, and their communities.

The first Conservation District was established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource

Draft Document

management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the [INSERT NAME] Resource Conservation District coordinates and implements locally led conservation plans because of to their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and others stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning authority under the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this Section of the MOA. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOA does not commit either party to activities beyond the scope of their respective mission and statutory authorities.

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by programs. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results:

The Resource Conservation District agrees to:

- Assist NRCS in promoting USDA programs by participating in outreach and community education activities.
- Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county agricultural commissioners, and other key stakeholders apprised of conservation activities within the District boundaries.
- Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage public participation.
 - Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved communities.
 - Open local working group meetings to the public and advertise notification of meetings in one or more newspapers, or other communication outlets, including Tribal publications.
 - Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
 - Develop and file local working group meeting records within 30 calendar days of the meetings at the local NRCS office.
 - Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy (Title 440, Conservation Programs Manual).
- Develop the conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a comprehensive evaluation of the

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district's natural resource base and be the basis for making decisions about local priorities or policies in all local conservation programs.

- Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.
- Develop a Long-Range Plan every three (3) years and an Annual Plan of Work and/or Plan of Operations each year for collaborate and cooperative projects involving the Resource Conservation District and the NRCS. These documents must incorporate local and community inputs.
- Identify NRCS program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.
- Update NRCS on activities of local and state advisory committees and community groups attended by Conservation District board members and staff.
- Cooperate and collaborate across other resource conservation districts, as appropriate.

NRCS agrees to:

- Support outreach activities and ensure the Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Conservation District.
- Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
 - Designate a representative to participate in Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Conservation District be unable or unwilling to.
 - Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- Respond to requests from the Conservation District for technical guidance and assistance.
- Partner with local and Tribal entities and agencies, as well as community groups where possible, to further Conservation District natural resource conservation goals and objectives.
- Attempt to align program priorities within the conservation district with the natural resource concerns identified by the local working group.
- Provide an annual summary of NRCS accomplishments to the Conservation District.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

The Resource Conservation District agrees to:

- Adhere to Federal, State, Local, and Tribal laws and regulations.
- Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards as applicable to the local conservation priorities and activities.
- Leverage and promote use of USDA technologies and applications, as appropriate.
- Assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.

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- Participate in local, state, and national opportunities for policy, program, and project development.

NRCS agrees to:

- Develop, update, and disseminate technical standards, policies, and procedures.
- Seek input and comment from communities on natural resource conservation policies and issues.
- Inform the Conservation District and communities when pending statutes, laws, regulations, policies, or procedures may have a significant impact on the community.
- Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- Evaluate non-NRCS employees and assign job approval authority in accordance with NRCS policy and consistent with State laws.
- Provide engineering job approval, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Create and promote opportunities for the Conservation District board members and staff to participate in policy, program, and project development.
- Provide technical or other training for Resource Conservation District employees in conjunction with its own training, or as separate events. Training must be consistent with and support of NRCS's mission objectives. As such, the principle emphasis will be on the support and delivery of field-based conservation technical assistance.

C. California Association of Resource Conservation Districts (CARCD)

The California Association of Resource Conservation Districts (CARCD) serves as a strong advocate, technical resource, and partner to its member RCDs in achieving the vision for the RCD field. CARCD builds the network and local impact of RCDs in California, strengthening locally-led conservation and stewardship of natural and agricultural resources. CARCD believes Resource Conservation Districts have greater impact working collectively than working alone and a strong State Association provides a powerful voice for their needs.

CARCD agrees to:

- Participate in State level work groups, committees, and public venues to educate partners and funders about the critical role RCDs play across communities in California.
- Work with State and Federal Agencies to define the potential for CARCD to serve as lead funding recipient in a model where partnerships with one or more RCDs will enhance strategic or program outcomes.
- Develop tools for all RCDs that want to explore the potential for greater conservation involvement and input to conservation efforts.
- Conduct surveys as needed of RCDs to identify partnership needs.
- Plan and host a state-wide Annual Conference with content driven by the conservation needs of California.
- Identify existing resources (NACD, CSDA, NRCS) for webinars and trainings focused on conservation.
- Host an online RCD-exchange portal to include an RCD directory, event calendar, communication and capacity building tools, message boards, and a Resource Library for RCDs that partners can provide information to be posted.
- Develop management training series to build the capacity and competencies of District Managers to implement local conservation priorities and chair local work group meetings.
- Develop a board training series to support board effectiveness.
- Provide targeted support to regional networks.
- Develop and disseminate tools for engagement and relationship-building with government decision-makers.

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D. Data and Information Sharing

Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552). Cooperators providing technical or financial assistance under USDA programs may have access to information that must not be subsequently disclosed and may only be used for the purpose of providing that assistance. The parties also acknowledge that resource conservation districts are subject to the California Public Records Act.

See Appendix A, "ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS." The signatory agrees to abide by these requirements as a condition of receiving access to such information.

IV. GENERAL PROVISIONS

A. Period of Performance

This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the parties may terminate this MOA with a 60-day written notice to the other.

This state-level MOA may be supplemented by a local-level MOA, if desired and mutually agreed to by the parties. The local-level MOA reflects locally developed detailed working arrangements, to include NRCS's and Conservation District's Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific goals and objectives, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:

- Office spaces and equipment/supplies
- Vehicles and associated expenses (e.g., fuel, maintenance)
- Computers, software, and technical equipment

The transfer of funding or other resources of value among the Parties offices requires execution of a separate agreement. The appropriate instruments include:

- Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.
- Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.

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- Reimbursable Agreement (31 USC 686; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.

All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.

All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

V. SIGNATURES

USDA Natural Resources Conservation Service

[INSERT NAME] Resource Conservation District

Carlos Suarez, State Conservationist

[Insert Name, Title]

Date: _____

Date: _____

California Association of Resource Conservation Districts

Paul Williams, President

Date: _____

California Department of Conservation
In witness and support of this Memorandum of Agreement

David, Bunn, Director

Date: _____

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Appendix A

Acknowledgement of Requirements for Protection of Privacy of Personal and Geospatial Information Relating to natural Resources Conservation Service Programs

SEC. 1619. INFORMATION GATHERING. (Appendix C – Section 1619 of the 2008 Farm Bill)

(a) GEOSPATIAL SYSTEMS. — The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) LIMITATION ON DISCLOSURES. —

(1) **DEFINITION OF AGRICULTURAL OPERATION.** — In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) **PROHIBITION.** — Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

- (A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or
- (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) **AUTHORIZED DISCLOSURES.** —

(A) **LIMITED RELEASE OF INFORMATION.** — If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

- (i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or
- (ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

(4) **EXCEPTIONS.** — Nothing in this subsection affects—

- (A) the disclosure of payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law;

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(B) the disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—

(i) individual owner, operator, or producer; or

(ii) specific data gathering site; or

(C) the disclosure of information described in paragraph (2) pursuant to the consent of the agricultural producer or owner of agricultural land.

(5) CONDITION OF OTHER PROGRAMS. — The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph

(6) WAIVER OF PRIVILEGE OR PROTECTION. — The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.

MEMORANDUM OF AGREEMENT
BETWEEN THE

United States Department of Agriculture, Natural Resources Conservation Service
AND

State of [INSERT STATE], [INSERT NAME] Resource Conservation District, State of
California

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AND THE

[INSERT Name of State Conservation Agency] California Association of Resource Conservation
Districts

~~Note: Other stakeholders and signatories may be added, as appropriate.~~

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (hereafter referred to as NRCS) and the [INSERT NAME] Resource Conservation District (hereafter referred to as Resource Conservation District), and the California Association of Resource Conservation Districts. ~~(Note: Include additional stakeholders, as appropriate)~~

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The NRCS and [INSERT NAME] Resource Conservation District (referred to jointly as the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

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- Continuing to support the delivery of excellent and innovative customer service;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach with landowners as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. BACKGROUND

The NRCS and [INSERT NAME] Resource Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

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The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to "helping people help the land." It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS's approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and

experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, there its natural resource conditions, and their communities.

The first Conservation District was established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the J[INSERT NAME] Resource Conservation District coordinates and implements locally led conservation plans because of to their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and others stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

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In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning authority under the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this Section of the MOA. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOA does not commit either party to activities beyond the scope of their respective mission and statutory authorities.

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by programs. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results:

The Resource Conservation District agrees to shall:

- Assist NRCS in promoting USDA programs by participating in outreach and community education activities.
- Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county agricultural commissioners, and other key stakeholders apprised of conservation activities within the District boundaries.
- Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage public participation.
 - Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved communities.
 - Open local working group meetings to the public and advertise notification of meetings in one or more newspapers, or other communication outlets, including Tribal publications.
 - Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.

- o Develop and file local working group meeting records within 30 calendar days of the meetings at the local NRCS office.
- o Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy (Title 440, Conservation Programs Manual).
- Develop the conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a comprehensive evaluation of the district's natural resource base and be the basis for making decisions about local priorities or policies in all local conservation programs.
- Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.
- Develop a District-Long-Range Plan every three (3) years and an Annual Plan of Work and/or Plan of Operations each year for collaborate and cooperative projects involving the Resource Conservation District and the NRCS. These documents must incorporate local and community inputs.
- Identify NRCS program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.
- Update NRCS on activities of local and state advisory committees and community groups attended by Conservation District board members and staff.
- Cooperate and collaborate across other resource conservation districts, as appropriate.

NRCS agrees to shall:

- Support outreach activities and ensure the Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Conservation District.
- Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
 - o Designate a representative to participate in Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Conservation District be unable or unwilling to.
 - o Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- Respond to requests from the Conservation District for technical guidance and assistance.
- Partner with local and Tribal ~~entities and agencies, as well as agricultural, conservation, agency, and~~ community groups where possible, to further Conservation District natural resource conservation goals and objectives.
- Attempt to align program priorities within the conservation district with the natural resource concerns identified by the local working group.
- Provide an annual summary of NRCS accomplishments to the Conservation District.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

The Resource Conservation District agrees to shall:

- Adhere to Federal, State, Local, and Tribal laws and regulations.

- Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards as applicable to the local conservation priorities and activities.
- Leverage and promote use of USDA technologies and applications, as appropriate.
- Assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.
- Participate in local, state, and national opportunities for policy, program, and project development.

NRCS agrees to/shall:

- Develop, update, and disseminate technical standards, policies, and procedures.
- Seek input and comment from communities on natural resource conservation policies and issues.
- Inform the Conservation District and communities when pending statutes, laws, regulations, policies, or procedures may have a significant impact on the community.
- Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- Evaluate non-NRCS employees and assign job approval authority in accordance with NRCS policy and consistent with State laws.
- Provide engineering job approval, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Create and promote opportunities for the Conservation District board members and staff to participate in policy, program, and project development.
- Provide technical or other training for Resource eConservation District partnership-employees in conjunction with its own training, or as separate events. Training must be consistent with and support of NRCS's mission objectives. As such, the principle emphasis will be on the support and delivery of field-based conservation technical assistance.

C. California Association of Resource Conservation Districts (CARCD)

The California Association of Resource Conservation Districts (CARCD) serves as a strong advocate, technical resource, and partner to its member RCDs in achieving the vision for the RCD field. CARCD builds the network and local impact of RCDs in California, strengthening locally-led conservation and stewardship of natural and agricultural resources. CARCD believes Resource Conservation Districts have greater impact working collectively than working alone and a strong State Association provides a powerful voice for their needs.

CARCD agrees to:

- Participate in State level work groups, committees, and public venues to educate partners and funders about the critical role RCDs play across communities in California.
- Work with State and Federal Agencies to define the potential for CARCD to serve as lead funding recipient in a model where partnerships with one or more RCDs will enhance strategic or program outcomes.
- Develop tools for all RCDs that want to explore the potential for greater conservation involvement and input to conservation efforts.
- Conduct surveys as needed of RCDs to identify partnership needs.
- Plan and host a state-wide Annual Conference with content driven by the conservation needs of California.
- Identify existing resources (NACD, CSDA, NRCS) for webinars and trainings focused on conservation.
- Host an online RCD-exchange portal to include an RCD directory, event calendar, communication and capacity building tools, message boards, and a Resource Library for RCDs that partners can provide information to be posted.

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- Develop a board training series to support board effectiveness.
- Provide targeted support to regional networks.
- Develop and disseminate tools for engagement and relationship-building with government decision-makers.

C.D. Data and Information Sharing

Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552). Cooperators providing technical or financial assistance under USDA programs may have access to information that must not be subsequently disclosed and may only be used for the purpose of providing that assistance. The parties also acknowledge that resource conservation districts are subject to the California Public Records Act.

See Appendix A, "ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS." The signatory agrees to abide by these requirements as a condition of receiving access to such information.

IV. GENERAL PROVISIONS

A. Period of Performance

This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the parties may terminate this MOA with a 60-day written notice to the other.

This state-level MOA may be supplemented by a local-level MOA, if desired and mutually agreed to by the parties. The local-level MOA reflects locally developed detailed working arrangements, to include NRCS's and Conservation District's Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific goals and objectives or goals, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:

- Office spaces and equipment/supplies
- Vehicles and associated expenses (e.g., fuel, maintenance)
- Computers, software, and technical equipment

The transfer of funding or other resources of value among the Parties offices requires execution of a separate agreement. The appropriate instruments include:

- Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.
- Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
- Reimbursable Agreement (31 USC 686; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.

All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.

All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

V. SIGNATURES

USDA Natural Resources Conservation Service

[INSERT NAME] Resource Conservation District

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[Insert Name, Title] Carlos Suarez, State
Conservationist

[Insert Name, Title]

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Date: _____

Date: _____

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[Insert Date]

[Insert Date]

California Association of Resource Conservation Districts

Date:

Paul Williams, President

California Department of Conservation
In witness and support of this Memorandum of Agreement

Date:

David, Bunn, Director

Appendix A

Acknowledgement of Requirements for Protection of Privacy of Personal and Geospatial Information Relating to natural Resources Conservation Service Programs

SEC. 1619. INFORMATION GATHERING. (Appendix C – Section 1619 of the 2008 Farm Bill)

(a) GEOSPATIAL SYSTEMS. — The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) LIMITATION ON DISCLOSURES. —

(1) DEFINITION OF AGRICULTURAL OPERATION. — In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) PROHIBITION. — Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) AUTHORIZED DISCLOSURES. —

(A) LIMITED RELEASE OF INFORMATION. — If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

(i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or
(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

(4) EXCEPTIONS. — Nothing in this subsection affects—

- (A) the disclosure of payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law;
- (B) the disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—
 - (i) individual owner, operator, or producer; or
 - (ii) specific data gathering site; or
- (C) the disclosure of information described in paragraph (2) pursuant to the consent of the agricultural producer or owner of agricultural land.

(5) CONDITION OF OTHER PROGRAMS. — The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph

(6) WAIVER OF PRIVILEGE OR PROTECTION. — The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.



Lozano Smith

ATTORNEYS AT LAW

7404 North Spalding Avenue
Fresno, CA 93720-3370
(559) 431-5600
Federal Tax ID: 80-0874383
lozanosmith.com

August 09, 2019

Ian Sims
Honey Lake Valley Resource Conservation District
170 Russell Avenue, Suite C
Susanville, CA 96130

Client: 001839

For Professional Services Rendered Through July 31, 2019

ACCOUNT SUMMARY

Matter	Invoice #	Previous Balance	Current Charges	Less Payments	Total Due
000001	2088853	\$493.00	\$174.00	\$0.00	\$667.00
000005	2088854	\$464.00	\$609.00	\$0.00	\$1,073.00

Total Current Charges \$783.00

Previous Balance \$957.00

Total due \$1,740.00



7404 North Spalding Avenue
Fresno, CA 93720-3370
(559) 431-5600
Federal Tax ID: 80-0874383
lozanosmith.com

August 09, 2019

Ian Sims
Honey Lake Valley Resource Conservation District
170 Russell Avenue, Suite C
Susanville, CA 96130

Client: 001839
Matter: 000001
Invoice # 2088853

Page: 1

RE: General Legal Matters

For Legal Services Rendered Through July 31, 2019

Legal Services

Date	Person	Description of Legal Services	Time	Rate	Amount
07/01/2019	WPC	Status of Department Watermaster; review of J. Dow item.	0.20	\$290.00	\$58.00
07/16/2019	WPC	Confer with M. Waterman regarding judgment for J. Dow.	0.10	\$290.00	\$29.00
07/26/2019	WPC	Status request from client: J. Dow items.	0.30	\$290.00	\$87.00
Total Legal Services			0.60		\$174.00

Legal Services Recap

Person	Time	Rate	Amount
WPC William P. Curley III	0.60	\$290.00	\$174.00

Invoice Summary

	<u>Totals</u>
Total Legal Services	\$174.00
Total Current Charges	\$174.00
Previous Balance	\$493.00
Total Due	<u>\$667.00</u>



7404 North Spalding Avenue
Fresno, CA 93720-3370
(559) 431-5600
Federal Tax ID: 80-0874383
lozanosmith.com

August 09, 2019

Ian Sims
Honey Lake Valley Resource Conservation District
170 Russell Avenue, Suite C
Susanville, CA 96130

Client: 001839
Matter: 000005
Invoice # 2088854

Page: 1

RE: Watermaster Decision Appeal

For Legal Services Rendered Through July 31, 2019

Legal Services

Date	Person	Description of Legal Services	Time	Rate	Amount
07/09/2019	WPC	Confer with B. Chisum; J. Dow order.	0.20	\$290.00	\$58.00
07/10/2019	MWW	Analyze proposed judgment to evaluate for potential edits; analyze pleadings and strategies regarding same.	0.20	\$290.00	\$58.00
07/10/2019	WPC	Court document: confer with M. Waterman.	0.30	\$290.00	\$87.00
07/17/2019	WPC	J. Dow interpretation letter - status of reply.	0.20	\$290.00	\$58.00
07/18/2019	WPC	Appeal issues; filing with Court status.	0.10	\$290.00	\$29.00
07/19/2019	MWW	Email correspondence with B. Chisum regarding proposed judgment.	0.10	\$290.00	\$29.00
07/22/2019	WPC	Review notice of J. Dow appeal; confirm service names.	0.30	\$290.00	\$87.00
07/23/2019	WPC	Appeal - review and transmit.	0.60	\$290.00	\$174.00
07/24/2019	WPC	Status on appeal post from District.	0.10	\$290.00	\$29.00
Total Legal Services			2.10		\$609.00

Legal Services Recap

Person	Time	Rate	Amount
WPC William P. Curley III	1.80	\$290.00	\$522.00
MWW Mark W. Waterman	0.30	\$290.00	\$87.00



Lozano Smith
ATTORNEYS AT LAW

August 09, 2019
Client: 001839
Matter: 000005
Invoice # 2088854

Page: 2

<u>Invoice Summary</u>	<u>Totals</u>
Total Legal Services	\$609.00
Total Current Charges	\$609.00
Previous Balance	\$464.00
Total Due	<u>\$1,073.00</u>

August 15, 2019

Bradley J. Herrema
Attorney at Law
805.882.1493 tel
805.965.4333 fax
bherrema@bhfs.com

Honey Lake Valley Resource Conservation District, Susan River Watermaster
Watermaster Board
170 Russell Ave
Susanville, CA 96130

RE: Notice of Appeal in re Dow-Bonomini Family 2013 Trust July 26, 2019 Complaint re Barham
Kelley Water Rights

To the Susan River Watermaster:

This letter is sent on behalf of our client Jay Dow and the Dow-Bonomini Family 2013 Trust ("Dow"). Pursuant to Rule 6.3 of the Honey Lake Valley Resource Conservation District Susan River Watermaster Rules and Regulations (the "Rules and Regulations"), Dow hereby appeals the decision of the Watermaster Advisory Committee¹ ("WAC") regarding Dow's July 26, 2019 Complaint² ("Complaint") concerning Dow's Barham Kelley³ water rights.

This Notice of Appeal is timely filed, pursuant to Rule 6.3 of the Rules and Regulations, which provides that in order to proceed with the complaint process, a complainant must file a written notice of appeal with the Watermaster within seven days of receipt of the final decision of the WAC following a public hearing on the complaint. Dow received the WAC's final decision on August 9, 2019 by email.⁴

On behalf of Mr. Dow and the Dow-Bonomini Family 2013 Trust, we respectfully request that the Watermaster Board recognize the timely filing of this Notice of Appeal. In the interests of efficiency and all parties' resources, we request that the Watermaster Board coordinate the timing of a public hearing on this Complaint with Dow's other concurrently pending complaint regarding the transfer of the exercise of certain Schedule 4 and Schedule 5, Priority 2 rights consistent with paragraph 17 of the Susan River Decree.

Sincerely,



Bradley J. Herrema

19640310

¹ The final decision of the WAC is attached hereto as Attachment 1.

² Dow's July 26, 2019 Complaint is attached hereto as Attachment 2.

³ See *A.C. Barham v. E.T. Cannon*, Lassen County Superior Court, Case No. 3037.

⁴ See Attachment 1.

ATTACHMENT 1

From: Carrie Adams <watermaster@honeylakevalleyrcd.us>
Sent: Friday, August 09, 2019 5:38 PM
To: Jay Dow; Herrema, Brad
Subject: 7/26/19 Barham Kelley Complaint, WAC Decision

Jay,

The WAC Special Meeting scheduled to hear your Complaint filed on 07/26/2019, regarding the Barham Kelley Decree held on August 8, 2019 at 6:30pm, resulted in a 4-to-1 vote of the present Committee members to uphold the previous decision made by the Watermaster, not allowing the use of 740af of water described in the Barham Kelley 3037 Decree, in addition to the rights in the Susan River Decree.

Per the Honey Lake Valley Resource Conservation District Susan River Watermaster Rules and Regulations, "If the Complainant is not satisfied with the WAC decision and wishes to proceed with the process, he or she shall file a written notice of appeal with the Watermaster within seven (7) days of receipt of the WAC decision."

Best,

Carrie Adams
Deputy Watermaster
Honey Lake Valley RCD
170 Russell Ave., Suite C.
Susanville, CA 96130
(530)-260-1690
<http://honeylakevalleyrcd.org/>



August 15, 2019

Bradley J. Herrema
Attorney at Law
805.882.1493 tel
805.965.4333 fax
bherrema@bhfs.com

Honey Lake Valley Resource Conservation District, Susan River Watermaster
Watermaster Board
170 Russell Ave
Susanville, CA 96130

RE: Notice of Appeal in re Dow-Bonomini Family 2013 Trust July 26, 2019 Complaint re Paragraph 17
and Schedule 4 and Schedule 5, Priority 2 Rights

To the Susan River Watermaster:

This letter is sent on behalf of our client Jay Dow and the Dow-Bonomini Family 2013 Trust ("Dow"). Pursuant to Rule 6.3 of the Honey Lake Valley Resource Conservation District Susan River Watermaster Rules and Regulations (the "Rules and Regulations"), Dow hereby appeals the decision of the Watermaster Advisory Committee¹ ("WAC") regarding Dow's July 26, 2019 Complaint² ("Complaint") concerning Dow's requested transfer of the exercise of certain Schedule 4 and Schedule 5, Priority 2 rights consistent with paragraph 17 of the Susan River Decree.

This Notice of Appeal is timely filed, pursuant to Rule 6.3 of the Rules and Regulations, which provides that a complainant must file a written notice of appeal with the Watermaster within seven days of receipt of the final decision of the WAC following a public hearing on the complaint. Dow received the WAC's final decision on August 9, 2019 by email.³

On August 12, 2019, the Deputy Watermaster informed Dow that the Watermaster has previously allowed water right transfers similar to that requested by Dow.⁴ The Deputy Watermaster stated that she would be "happy to work" with Dow to resolve the Complaint. On August 14, 2019, Dow informed the Deputy Watermaster that he would file a Notice of Appeal of the WAC's determination to preserve his rights under the Rules and Regulations, but that he would be interested in discussing and attempting to resolve the matter directly with the Deputy Watermaster.⁵ As a result, we request that the Watermaster Board recognize the timely filing of this Notice to Appeal, but postpone scheduling a public hearing regarding the matter so that Dow and the Deputy Watermaster may work towards a mutually agreeable resolution of Dow's Complaint regarding the transfer of certain of his Schedule 4 and Schedule 5, Priority 2 water rights.

¹ The final decision of the WAC is attached hereto as Attachment 1.

² Dow's July 26, 2019 Complaint is attached hereto as Attachment 2.

³ See Attachment 1.

⁴ The August 12, 2019 email from the Deputy Watermaster, including its attachments, is attached hereto as Attachment 3.

⁵ Dow's August 14, 2019 email to the Deputy Watermaster is attached hereto as Attachment 4.

In the event that Dow and the Deputy Watermaster are unable to arrive at a mutually agreeable solution to Dow's Complaint, Dow will wish to proceed with the Watermaster's complaint process, specifically, the holding of a public hearing before the Watermaster Board as prescribed by 6.4 of the Rules and Regulations.

On behalf of Mr. Dow and the Dow-Bonomini Family 2013 Trust, we respectfully request that the Watermaster Board recognize the timely filing of this Notice of Appeal, but postpone the immediate scheduling of a public hearing regarding the matter so that Dow and the Deputy Watermaster may work towards a mutually agreeable resolution of Dow's Complaint regarding the transfer of certain of his Schedule 4 and Schedule 5, Priority 2 water rights. We believe that Dow and the Deputy Watermaster may be able to resolve the matter within the ninety-day period in which the Watermaster Board must hold a public hearing on this matter. In the event that a mutually agreeable solution to Dow's Complaint cannot be reached, we will wish to move forward with the complaint process prescribed in Article VI of the Rules and Regulations.

Sincerely,



Bradley J. Herrema

19639867

ATTACHMENT 1

From: Carrie Adams <watermaster@honeylakevalleyrcd.us>
Sent: Friday, August 09, 2019 5:35 PM
To: Jay Dow; Herrema, Brad
Subject: 07/26/19 Water Transfer Complaint, WAC Decision

Jay,

The WAC Special Meeting scheduled to hear your Complaint filed on 07/26/2019, regarding the Transfer of Water Rights held on August 8, 2019 at 5:30pm, resulted in a 3-to-2 vote of the present Committee members to uphold the previous decision made by the Watermaster, not allowing the transfer of your Schedule 4 and 5 1st and 2nd priority rights.

Per the Honey Lake Valley Resource Conservation District Susan River Watermaster Rules and Regulations, "If the Complainant is not satisfied with the WAC decision and wishes to proceed with the process, he or she shall file a written notice of appeal with the Watermaster within seven (7) days of receipt of the WAC decision."

Best,

Carrie Adams
Deputy Watermaster
Honey Lake Valley RCD
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Susanville, CA 96130
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