



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

Attachments available 03/20/23 at www.honeylakevalleyrcd.us

Date: Thursday, March 23rd, 2023

Location: 170 Russell Ave., Suite C, Susanville CA 96130

Time: 3:30 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, 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 – pg 4 - 14

- A. Correspondence
- B. Meeting Minutes: 01/26/2023 – closed, 01/26/2023
- C. Financial Reports
- D. Agreements/Contracts

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

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

- A. Old Channel Project Update. - Anderson.

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

- B. Willow Creek/Meadow Channel Update. – Claypool

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

- C. Consideration and approval of draft Water Regulations in accordance with Water Code 4150. – Anderson (attached)

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

VI. REPORTS

- A. District Manager Report – Stuemky (attached)
- B. NRCS Agency Report – Stephens
- C. SWAT - Hanson
- D. WAC Report – Langston/Anderson
- E. Modoc Regional RCD/CARCD Report – Tippin
- F. Fire Safe Council Report – Johnson
- G. Post-Fire Recovery Report – Wooster
- H. Lassen PBA Report – Osborn
- I. IRWMP Report – Claypool
- J. NRCS Partnership Report – Hanson
- K. 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 Resolution 2023 – 03 regarding CalRecycle grant applications. (attachment)

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

- B. Direction to staff regarding PBA Liability release waiver forms. – Osborn (attachments)

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

- C. Consideration and approval of CARCD/CalFire Work Force Development Letter of Support. - Wooster (attachment)

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

- D. Consideration and approval of Point Blue Conservation Science contract for NACD TA2022 grant work. (attachment)

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

- E. Discussion regarding HLVRCD employees attending Lassen County Agricultural Department Trainings. – Hanson (attachment)

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

- F. Discussion regarding community needs for woodchips in agricultural settings. - Hanson

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

VII. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be **April 27th, 2023, at 5:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Monday, March 20th, 2023 agendas were posted as required by Government Code Section 54956 and any other applicable law.

X 

Andrea Stuemky
District Manager



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

Attachments available 01/23/2023 at www.honeylakevalleyrcd.us

Date: Thursday, January 26th, 2023

Location: 170 Russell Ave., Suite C, Susanville CA 96130

MEETING MINUTES
votes taken via role call

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

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

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

Board member Jesse Claypool called the meeting to order at 3:11PM, and a quorum was noted.

II. APPROVAL OF AGENDA

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

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

III. PUBLIC COMMENT - NONE

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

IV. ADJOURNMENT TO CLOSED SESSION - 3:14

- A. EMPLOYEE PERFORMANCE EVALUATION. Title: District Manager, with respect to every item of business to be discussed in closed session pursuant to Section 54957.6

Board direction to staff to plan additional closed session meeting to determine pay schedules.

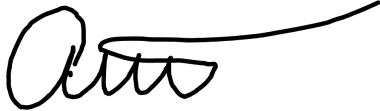
Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

V. RECONVENE IN OPEN SESSION – 3:28pm

VI. ADJOURNMENT – 3:29pm

The next Honey Lake Valley RCD meeting will be **January 26, 2023 at 3:30 PM.**
The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

Respectfully Submitted,



Andrea Stuemky
District Manager

APPROVED: _____
Jesse Claypool, RCD Board
Chairperson

DATE: 03/23/2023



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

Attachments available 01/23/2023 at www.honeylakevalleyrccd.us

Date: Thursday, January 26th, 2023

Location: 170 Russell Ave., Suite C, Susanville CA 96130

MEETING MINUTES
votes taken via role call

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

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

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

Board member Jesse Claypool called the meeting to order at 3:35PM, and a quorum was noted.

II. APPROVAL OF AGENDA

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

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

III. PUBLIC COMMENT

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.

Public comment was made asking the RCD to consider partnering with Point Blue Conservation Science on the NACD TA22 grant.

IV. CONSENT ITEMS

- A. Correspondence
- B. Meeting Minutes: 10/27/2022
- C. Financial Reports
- D. Agreements/Contracts

Board member Wayne Langston made a motion to approve the consent agenda items, Board member Will Johnson seconded, and the motion passed. All.

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

V. REPORTS

- A. District Manager Report – Stuemky
 - 1. Reported on current grant projects, upcoming audit preparations, staffing level updates/new hire.
- B. NRCS Agency Report – Stephens (attached)
- C. SWAT – Hanson
 - 1. Reported that there is a new rounds of funding to be expected coming out within the next few months.
- D. WAC Report – Langston/Anderson
 - 1. Reported that the AUR was submitted in December, there was not a WAC meeting last month, plan to put out a newsletter to all water users, and that they will be following up on Hanson’s request for attempting to tie new land owners to tracks.
- E. Modoc Regional RCD/CARCD Report – Tippin
 - 1. NONE
- F. Fire Safe Council Report – Johnson
 - 1. Reported that Feb. 1st there is a public meeting for the East Side community grant, and that they are looking into the Forest Health and CalFire grants.
- G. Post-Fire Recovery Report – Wooster
 - 1. Reported on over all project updates and timelines.
- H. IRWMP Report – Claypool
 - 1. Reported no response from other IRWM members, and will attempt to meet with them in the near future.
- I. NRCS Partnership Report – Hanson

1. Reported that there will be additional follow up with Point Blue regarding the NACD TA22 grant and the NRCS hours for that project.
- J. Unagendized reports by board members
1. Board member Claypool reminded board members of the new Brown Act Booklets that are available with new revisions

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

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

- A. Annual Organizational Meeting (RCD 5010.5; PRC 9306 & 9307)
1. Election of officers (chairman, vice-chairman and secretary/treasurer).
 - Board member Will Johnson made a motion to re-assign previous years officer positions (i.e Jesse Claypool: chairman, Will Johnson: vice-chairman and Wayne Langston: treasurer, DM: secretary), Wayne Langston seconded, and the motion passed. All.
 2. Appointment of District Manager as board secretary.
 - Board member Wayne Langston made a motion to approve the appointment of the DM as the board secretary, Will Johnson seconded, and the motion passed. All.
- B. File Statement of Facts with the Secretary of State
- C. Assignment of committees (SWAT, WAC, Modoc Regional RCD/CARCD, Fire Safe Council, IRWM, NRCS Partnership)
1. All assignments to remain the same as the previous year.
- D. Policy update/revisions (RCD 5010.1)
Place and time of meetings
1. Same as previous calendar year. 4th Thursday of each month, following the 3:30pm winter schedule, and 5:30pm summer schedule at 170 Russell Ave, Suite C, Susanville, CA 96130.
 2. Board member Wayne Langston made a motion to approve the place and time of RCD board meetings, Will Johnson seconded, and the motion passed. All.
- E. Approval and adoption of 2023 RCD calendar (attachment)
1. Board member Will Johnson made a motion to approve the RCD 2023 calendar, Wayne Langston seconded, and the motion passed. All.

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

- F. Discussion regarding Brown Act updates. (attachment)

Board direction for board members to read about updates, and potentially add Zoom meetings as a option on the consent agenda item list.

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

- G. Lassen Prescribed Burn Association Update. – Johnson

DM updated that the PBA coordinator started this past week, and that LFSC is enthusiastic about the PBA program. The PBA program will also be awarded \$10k for equipment purchases for the PBA.

Tie to the Strategic Plan: Strategic Issue 2 – Stay Relevant to the Conservation Needs of the Community

- H. Consideration and discussion about an established COLA rate for FY23/24.

Direction to staff to come back to Board with COLA rates and potential policy.

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

- I. Consideration and approval of Resolution 2023-01, nominating Jesse Claypool to the SDRMA board of directors. (attachment)

Board member Wayne Langston made a motion to approve Resolution 2021-01, Board member Will Johnson seconded, and the motion passed. All.

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

- J. Consideration and approval of Letter of Support for LFSC for the Dixie Fire East grant application. (attachment)

Board member Wayne Langston made a motion to approve the LOS for the Dixie Fire East grant, Board member Will Johnson seconded, and the motion passed. All.

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

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

- A. Old Channel Project Update - Anderson.

Anderson reported that there was a highly attended open house meeting with the engineering firm and members of the public to hear their thoughts and concerns.

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

B. Discussion and direction regarding disposal of the old WM truck.

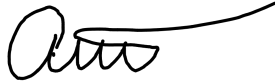
Board member Jesse Claypool suggested that due to the truck depreciating out, that the WM service should put the truck out for sealed bid auction. Direction to staff to create sealed bid auction notice and fly publicly.

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

VIII. ADJOURNMENT – 6:23pm

The next Honey Lake Valley RCD meeting will be **February 23rd, 2023, at 3:30 PM.**
The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

Respectfully Submitted,



Andrea Stuemky
District Manager

APPROVED: _____
Jesse Claypool, RCD Board
Chairperson

DATE: 03/23/2023

HLVRCD Monthly Treasurer's Report:

Mar-23
*as of 3/18/2023

Opening Balances:	RCD	Watermaster	
RCD Checking (7897)	\$2,182.17		
RCD Grants (7921)	\$175,721.47		
RCD Savings (7905)	\$2,452.10		
RCD Restricted Savings (7913)	\$0.00		
WM Checking (7947)		\$255,941.95	
WM Savings (7954)		\$37,892.07	
Total Opening Balances	\$ 180,355.74	\$293,834.02	
Combined Opening Bal			\$ 474,189.76

Debits this Month:	RCD	Watermaster	
Card (3313) - RCD Checking (7897)	\$739.93		
Automatic Debit - RCD Checking (7897)	\$17,532.18		*includes payroll, taxes, and other direct billed items
Check - RCD Checking (7897)	\$0.00		
Check - RCD Grants (7921)	\$1,911.10		
Withdrawal - RCD Grants (7921)	\$10,348.49		*includes book transfer debits
Card (9435) - WM Checking (7947)		\$800.00	
Check - WM Checking (7947)		\$790.00	
Automatic Debit - WM Checking (7947)			*includes book transfer debits
Total Debits this Month	\$30,531.70	\$1,590.00	
Combined Debits			\$32,121.70

Book Transfer Credits this Month:	RCD	Watermaster	
RCD Checking (7897)	\$ 10,348.49		
RCD Grants (7921)	\$ 11,211.00		
WM Checking (7947)		\$ 15,761.10	
Total Credits this Month	\$ 21,559.49	\$ 15,761.10	
Combined Credits			\$37,320.59

Closing Balances:	RCD	Watermaster	
RCD Checking (7897)	\$2,200.31		\$ -
RCD Grants (7921)	\$174,928.43		
RCD Savings (7905)	\$2,452.10		
RCD Restricted Savings (7913)	\$0.00		
WM Checking (7947)		\$269,857.50	
WM Savings (7954)		\$37,892.07	
Closing Balances	\$179,580.84	\$307,749.57	
Combined Closing Balance			\$487,330.41

Checks Written This Month:

To	Check #	For	Amount	Cleared?	Account
Michelle Hunter	10047	March Rent	\$500.00	3/6/2023	7921 - USFS
LFSC (Tim Keeseey)	10048	INV 2023-9	\$900.00	3/2/2023	7921 - USFS
Susan River Master Service	10049	Truck Lease	\$255.55	3/6/2023	7921 - USFS
BBK	10043	Attorney Fees	\$790.00	3/15/2023	7947
Andrea Stuemky	10035	Office Supply Reimb.	\$51.02		7897 - GF
Brittany Osborn	10036	Office Supply & Mile:	\$48.08		7897 - PBA

Previous Checks Cleared this Month:

To	Check #	Month Issued
Susan River Water Master	10043	February

Checks Outstanding:

To	Check #	Month Issued	Days Outstanding
Andrea Stuemky	10035	March	3
Brittney Osborn	10036	March	3

	Hours	\$
PTO	22.5	\$890.51
SICK	254.36	\$10,446.87

WIP

Dividing payroll in QB between GF and other grants.

Entering Truck purchases in QB.

Entering inventory items in QB.

Work with Andrea S on fringe starting in April - after

Work on audit items as they come in from Andrea D.

Continuing to work on developing and updating

Updated check control log from 1.1.2023 - to date.

Vendor contact update

Entered all AR invoices into QB for 2023; Entered AP

Started setting up reoccurring bills in QB: rent, truck

Other Items

Established SOP procedures for AR/AP

Moved HLVRCD towards an accrual accounting

Worked on and completed the list of items requested

Established 2023 audit files and added all necessary

Created an AP/AR Control log

Created a master spreadsheet to audit AP/AR against

Reconciled all accounts thru 2022. Moving 2023 to

Working on creating workable reports for the board

members: P&L, AR/AP aging reports, Trial & Balance -

This is based on the accrual method

**ADDENDUM AGREEMENT BETWEEN
HONEY LAKE VALLEY RCD
AND
TIMOTHY C. KEESEY**

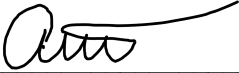
ADDENDUM TO AGREEMENT made and entered into between Honey Lake Valley Resource Conservation District (hereinafter referred to as District) and Timothy C. Keeseey. (hereinafter referred to as CONTRACTOR) entered into by the parties hereto on August 1, 2022

DISTRICT shall add an additional \$2,700 to the agreement, bringing the total to \$5,760 to facilitate the implementation of the forest stand improvement portion of the Susanville Ranch Park Mountain Meadow Restoration Project.

Witness the hands and seals of the parties hereto this 4th of March, 2023

HLVRCD:

CONTRACTOR:



3/6/2023

Andrea Stuemky, District Manager
Honey Lake Valley RCD

Timothy C. Keeseey, RPF #3134
TCK Ecological Consulting



Application Certification

Application Information

Applicant: Honey Lake Valley Resource Conservation District

Cycle Name: Farm and Ranch Solid Waste Cleanup and Abatement Grant

Application Due Date: 11/10/2022

Cycle Code: FR77

Secondary Due Date: 12/08/2022

Grant ID: 26030

Grant Funds Requested: \$99,103.00

Matching Funds: \$0.00 (if applicable)

Contacts

Name	Title	Prime	Second	Auth	Cnslt	Prtcpt. Auth
Andrea Stuemky	District Manager, Honey Lake Valley RCD	X		X		
Laurie Tippin	Board Director		X	X		

Budget

Category Name	Amount
Admin Costs	\$6,000.00
Disposal/Recycle	\$38,800.00
Equipment	\$40,000.00
Materials	\$2,200.00
Personnel	\$12,103.00

Site Information

Name	Type
Minch - Site B	Agricultural/Landscape
Minch - Site C	Agricultural/Landscape

In accordance with Water Code 4150: “The department may make such reasonable regulations to secure distribution of water in accordance with determined rights as may be needed.”

Pumps

Pumps whose measurement devices are not readable or safely reachable by the Watermaster, or are not present, will be assumed to be pumping at the maximum flow rate for a given commercial pumps power and diameter of intake pipe.

If a pump does not have a readable or safely reachable measurement device and the pumps power is not easily obtained, the Watermaster will notify the owner of necessary repairs that must be done, in accordance with Water Code 4104.

If a pump’s measurement device states a value that is clearly erroneous, the Watermaster will use the pump power and diameter of intake pipe for reference. The user will be notified, and the measurement device will not be used until evidence of calibration is present.

Repeated failure to comply with 4104

Diversion dams or works, headgates, and measuring devices who repeatedly fail the meet the departments expectations within the same irrigation season and have been subjected to a notice as described in State Water Code 4104 may be subject to immediate closure.

Should the user provide evidence the diversion dams or works, headgates, or measuring devices is within the departments expectations, the device will again be permitted for use. Should the department find the same structure does not meet expectations in that irrigation season, the department will notify the user and close the headgate within 24 hours.

This includes but is not limited to; Debris accumulation on the diversion dam and failure to maintain the measuring device from debris and beaver dams.

Repeated failure to comply with 4126

Reservoirs and measuring devices who repeatedly fail the meet the departments expectations within the same irrigation season and have been subjected to a notice as described in State Water Code 4104 may be subject to immediate opening and drainage.

Should the user provide evidence the reservoir or measuring device meets the departments expectations the device will again be permitted for use. Should the department find the same structure does not meet expectations in that irrigation season, the department will notify the user and open the reservoir within 24 hours.

Accessibility of Diversions

Diversions, diversion dams, measuring devices, reservoirs, and headgates must be safe to access and maintain by the watermaster.

Diversions, diversion dams, measuring devices, reservoirs, and headgates must be accessible by the Watermaster within 15 minutes of one-way travel by walking or side-by-side from a location accessible by the Watermaster truck or other service vehicle.

Diversions who fail to meet these standards will be considered “non-serviceable” in accordance with State Water Code 4100 and will receive a notice in accordance with State Water Code 4104.

Water Rotation

The Watermaster, at will, may require users who rotate water to provide clear and concise documentation of a water rotation, including the quantity of water and which user the water is associated with on given days. Documentation of water rotations must include signatures of approval from all users in the rotation.

RESOLUTION OF THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the **HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT** authorizes the submittal of application(s) to CalRecycle for all grants for which the **HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT** is eligible; and

BE IT FURTHER RESOLVED that the District Manager and Board Chairman, or **his/her designee** is hereby authorized and empowered to execute in the name of the **HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT** all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for 1) five (5) years from the date of adoption of this resolution.

Director Vote:

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

Jesse Claypool, Chair
Board of Directors

WAYNE LANGSTON, Secretary/Treasurer
Board of Directors

Attest:

Andrea Stuemky, District Manager

Honey Lake Valley Resource Conservation District/Lassen Prescribed Burn Association Liability Explainer

During Prescribed Burns and Other Activities

PART 1 - LASSEN PBA EXPECTATIONS: All prescribed burns and other activities promoted and coordinated by the Lassen PBA/Honey Lake Valley Resource Conservation District (herein LPBA/HLVRCD) are governed by comprehensive agreements governing liability and responsibility. Here's how these agreements will allocate liability.

For all non-burn activities (including site prep):

- Landowners, hosts, and participants are responsible for their own actions.
- As a landowner, host, or participant, you will agree to waive any claims against other participants for damage or harm caused to you, unless someone acts in a manner that involves gross negligence or willful misconduct. This means that if you're accidentally injured on a landowner's property, you agree not to sue the landowner unless the landowner showed gross negligence or willful misconduct. The same applies in reverse if you are the landowner and a participant accidentally damages something of yours.
- You will also agree to indemnify the other parties if your actions cause damage or harm to a third-party (such as an adjacent, non-participating landowner). This means that if a third-party brings a lawsuit against all participants for harm or damage you cause, then you will be responsible for defending all participants in the lawsuit and paying any damages.

For prescribed burns:

- As a landowner, host, or participant, you will still agree to waive any claims against other participants for damage or harm caused to you, unless someone acts in a manner that involves gross negligence or willful misconduct.
- However, as a participant, the landowner or host will agree to indemnify you if your actions cause damage or harm to third-parties, unless you act in a manner that involves gross negligence or willful misconduct. This means that if the property of an adjacent, non-participating landowner is damaged in an escaped burn, you will not be responsible for defending the lawsuit or paying damages unless you act in a way that involves gross negligence or willful misconduct. **LPBA/HLVRCD does not act as a burn boss.**
- As a landowner, host or participant, it is your responsibility to thoroughly check all LPBA/HLVRCD-provided equipment before you use it. Use of shared burn equipment is

at your own risk and you agree to indemnify LPBA/HLVRCD from damages caused by faulty equipment.

PART 2: STATE OF CALIFORNIA RULES: When it comes to prescribed fire liability, California is a simple negligence state. That means some states have stricter liability laws than we do, but some states have more forgiving laws (from the landowner's perspective). California is in the middle. If a prescribed fire on your land gets too big for you to handle and CAL FIRE must respond, you can be held liable for the suppression costs. But only if it can be shown that you were negligent in some way. The negligence does not have to be gross or malicious -- small lapses will do. However, if you had a burn plan, especially if it was approved by CAL FIRE, and you did not deviate from that burn plan, you have a very good argument that you should not be held liable for suppression costs.

You can reduce your risk of liability by:

- Always having a written burn plan, even in winter when it is not strictly required;
- Letting CAL FIRE know when and where you'll be burning so nobody gets surprised;
- Notifying all your neighbors before the burn -- this is the law and again, you don't want your neighbors to be surprised when they see smoke. Remember, too much communication is always better than too little!
- Asking CAL FIRE to review your burn plan. This is the law everywhere between May 1st and the end of declared fire season. After declared fire season ends (i.e., in winter), landowners in other counties are burning without CAL FIRE permits, in accordance with state law.
- Checking all your equipment before you start burning -- and document that you checked it!
- If you're a novice burner, asking for help from more experienced folks
- Getting an air quality permit, where required. (In Lassen County, private landowners burning their own lands for fuel reduction or wildland health don't need an AQ permit or smoke management plan unless they are conducting an underburn or broadcast burn >10 acres in size)
- Projects within City of Susanville jurisdiction will require a burn permit through the fire department and may be subject to restrictions on number and size of piles, burn hours, and other restrictions).
- Only burning on permissive burn days per air quality(again, this is the law). Call (530) 257-BURN(2876).

Far less than 1% of prescribed fires leave their firelines, and most fires that do get "outside their box" don't result in injury or structure loss. Notably, most fires that escape and cause damage were burn piles, not broadcast burns. If you light a burn pile, know that you are assuming the same responsibilities as if you light a broadcast burn. Bottom line: Be responsible and document that you were responsible.

**Landowner Assumption and Release of Liability Agreement
for Lassen PBA Activity**

Location Address: _____
Landowner/Host: _____
Activity: _____
Date: _____

Recitals

The Landowner or Host (named above) intends to hold an Activity (described above) that is promoted and coordinated by the Lassen PBA/Honey Lake Valley Resource Conservation District (HLVRCD), a Lassen County-based partnership for organizations, landowners, and individuals interested in using prescribed burning, and other vegetation management strategies to restore ecologically resilient and firesafe communities. Other Members of the Lassen PBA intend to participate in the Activity as Participants.

This Agreement is intended to assign responsibility and liability between the Landowner or Host, any Participants, and the Lassen PBA/ HLVRCD.

Agreement

Now, therefore, the Landowner or Host and the undersigned Participants hereby agree as follows:

1. **Landowner or Host.** The Landowner or Host intends to undertake the above Activity to benefit certain property and/or to further its mission or purpose. Participants in the Activity will help the Landowner or Host achieve these goals. In consideration for this assistance, the Landowner or Host states and agrees as follows:

1.1 I agree to follow all applicable local, state, federal, and tribal laws and have obtained all applicable permits, licenses, and authorizations necessary for the Activity.

1.2 I agree to act in a safe and responsible manner at all times.

1.3 On behalf of the Landowner or Host, and its officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns, I agree that the Landowner or Host is responsible for its own acts and omissions undertaken during the Activity, and the results thereof, and that it is not responsible for the acts or omissions, nor the results thereof, of any other Landowner or Host or Participant during or related to the Activity. I agree to assume the risk and liability for any and all

claims, losses, costs, fees), personal injuries, or deaths or omissions and/or the act or officers, directors, members, representatives during or related to the damages, expenses (including attorneys' resulting in any manner from my acts omissions of the Landowner or Host's employees, volunteers, agents, and Activity.

1.4 On behalf of the Landowner or Host, and its officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns, I further agree to release and waive all claims and liabilities against any other Landowner or Host, Participant, other Member of the Lassen PBA, and the Lassen PBA, and their officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns, for any and all losses, costs, damages, expenses (including attorneys' fees), personal injuries, or deaths during or related to the Activity, except to the extent caused by the gross negligence or willful misconduct of the other Landowner or Host or Participant. I intend this waiver and release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability or other theory of recovery.

1.5 The Landowner or Host hereby agrees to indemnify and hold any other Landowner or Host, Participant, other Member of the Lassen PBA, and the Lassen PBA, and their officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns harmless for any and all claims or liabilities for any and all losses, costs, damages, expenses (including attorneys' fees), personal injuries, or deaths made against other Landowners or Hosts, Participants, other Members, or the Lassen PBA arising out of any act or omission of the Landowner or Host or its officers, directors, members, employees, volunteers, agents, or representatives during or related to the Activity.

1.6 For any prescribed and/or training burn Activity:

(a) I have completed the attached "Prescribed and/or Training Burn Checklist" and received approval from the Lassen PBA for promotion and/or coordination among its Members. I certify that the information contained on the Prescribed and/or Training Burn Checklist is true and correct.

(b) Notwithstanding Sections 1.3 to 1.5, the Landowner or Host agrees to accept all liability for any and all claims, losses, costs, damages, expenses (including attorneys' fees), personal injuries, or deaths to or from any person or entity not participating in the Activity during or related to the Activity, except to the extent caused by the gross negligence or willful misconduct of a Participant.

(c) Lassen and all Participant, other Activity, except misconduct Therefore, the Landowner or Host agrees to indemnify and hold every Participant, other Member of the Lassen PBA, and the PBA harmless for any and all claims or liabilities for any losses, costs, damages, expenses (including attorneys' fees), personal injuries, or deaths made against the Member, or the Lassen PBA during or related to the Activity, to the extent caused by the gross negligence or willful misconduct of the Participant or other Member.

2. Participant. The undersigned Participants have received permission from the Landowner or Host to participate in the above Activity. In consideration of this permission, each undersigned Participant states and agrees as follows:

1.7 I agree to follow all applicable local, state, federal, and tribal laws.

1.8 I agree to act in a safe and responsible manner at all times and to follow the instructions of the Landowner or Host.

1.9 I have been instructed in and understand the use of the equipment that I may involve I am aware with my emergency not be readily I am to use. I understand that my participation in the Activity sustained, strenuous, physical activity. I am in good health and of no physical problem or condition which will limit or interfere ability to participate in the Activity in either predicted or conditions. I also understand that medical attention may available.

1.10 I will not participate in the Activity unless and until I am familiar with and understand the objectives, strategies, and tactics for the Activity, and I understand my role in the Activity, including the actions I am to take in the event of unexpected hazards.

1.11 On behalf of myself, and my heirs, personal representatives, and assigns, I agree that I am responsible for my own acts and omissions undertaken during the Activity, and the results thereof, and that I am not responsible for the acts or omissions, nor the results thereof, of the Landowner, Host, or other Participant during or related to the Activity. I agree to assume the risk and liability for any and all claims, losses, costs, damages, expenses (including attorneys' fees), personal injuries, or deaths resulting in any manner from my acts or omissions during or related to the Activity.

1.12 On behalf of myself, and my heirs, personal representatives, and assigns, I further agree to release and waive all claims and liabilities against the Landowner, Host, other Participants, other Members of the Lassen PBA, and their officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns, for any

and all personal extent Landowner, effective, negligence, strict losses, costs, damages, expenses (including attorneys' fees), injuries, or deaths during or related to the Activity, except to the caused by the gross negligence or willful misconduct of the Host, or other Participant. I intend this waiver and release to be regardless of whether the claim of liability is asserted in liability or other theory of recovery.

1.13 I agree to indemnify and hold the Landowner, Host, other Participants, other Members of the Lassen PBA, and the Lassen PBA and their officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns harmless for any and all claims or liabilities for any and all losses, costs, damages, expenses (including attorneys' fees), personal injuries, or deaths made against the Landowner, Host, other Participants, other Members, or the Lassen PBA arising out of my act or omission during or related to the Activity.

1.14 For any prescribed and/or training burn Activity:

- (a) I agree to follow the written burn plan.
- (b) I agree to follow the instructions of the Landowner, Host, or boss and any other supervisory personnel.
- (c) I am aware that even when carried out in the context of a planned dangerous fire operation, the management of wildland fire can be a activity. I agree that I am participating in these wildland fire operations at my own risk and acknowledge that the Landowner or Host has made no warranty or representation, express or implied, regarding the safety of conducting wildland fire operations. I have reviewed the attached Prescribed and/or Training Burn Checklist and understand and am comfortable with the level of preparation, by the Landowner or Host required.
- (d) Because the Landowner or Host has agreed to indemnify all Participants per Section 1.6(c), Section 2.7 (concerning indemnification) does not apply.

2. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

3. By signing below, I acknowledge that I am 18 years of age or older, have thoroughly read and understand this agreement and that the statements I have made in it are all true and may be relied upon by the other parties to this agreement.

Landowner or Host

Signature: _____
Date: _____
Print Name: _____
Title (if applicable): _____

Participant

Signature: _____
Date: _____
Print Name: _____

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

Name: _____
Address: _____
Phone Number: _____

Participant

Signature: _____
Date: _____
Print Name: _____

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

Name: _____
Address: _____
Phone Number: _____

Participant

Signature: _____
Date: _____
Print Name: _____

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

Name: _____
Address: _____
Phone Number: _____

**Assumption and Release of Liability Agreement
for Lassen PBA Activity
Additional Participant Signature Page**

Participant

Signature: _____
Date: _____
Print Name: _____

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

Name: _____
Address: _____
Phone Number: _____

Participant

Signature: _____
Date: _____
Print Name: _____

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

Name: _____
Address: _____
Phone Number: _____

Participant

Signature: _____
Date: _____
Print Name: _____

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

Name: _____
Address: _____
Phone Number: _____

Prescribed and/or Training Burn Checklist

Please describe how the proposed prescribed and/or training burn or site preparation project meets the following criteria, which must be met for approval by the Lassen PBA steering committee for PBA promotion or coordination:

Site Assessment Conducted?	
Site Preparations Completed?	
Written Burn Plan Completed?	
Burn Boss (if applicable)	
Required Permits Obtained?	
Neighbors Notified?	
Local Agencies Notified?	
Signed Liability Forms Completed?	
Participant PPE Requirements?	

Honey Lake Valley Resource Conservation District

170 Russell Ave., Suite C.
Susanville, CA 96130
(530)252-7271

www.honeylakevalleyrcd.us



3/23/2023

John McCarthy, Justin Britton, and Robin Bellows
Wood Products and Bioenergy
CAL FIRE

Subject: Support for CARCD's Application: RCD Workforce Development Grant

Dear grant review committee,

I am writing to express Honey Lake Valley Resource Conservation District's (HLVRCD) strong support of the California Association of Resource Conservation District's (CARCD's) CAL FIRE Workforce Development Grant proposal: RCD Workforce Development Project. The project will provide funding for Resource Conservation Districts (RCD), including ours, to obtain necessary certifications and training to increase the pace and scale of forest management.

As you know, the California Wildfire & Forest Resilience Task Force aims to facilitate the treatment of 1 million acres per year by 2025. Critical to this goal, is having the workforce to implement. RCDs are at the forefront of on-the ground efforts, working directly with an array of stakeholders from small private landowners to public agencies and everything in between. Increasingly, RCDs are the ones with boots on the ground, accomplishing the state's goal using their local connections across California. However, a lack of funding to obtain the required certifications is a significant barrier to increasing the pace and scale of forest treatments. Most RCDs, including ours, rely on project-oriented grant funding and do not have the necessary unrestricted funds to pay for staff members to take necessary training. These training and certifications will allow us to increase our capacity to keep up with the demand for forestry work.

We believe this proposal will support the increase of licenses and expertise across RCDs, including ours. CARCD has the capacity to support RCDs in obtaining the necessary qualifications by funding staff time, travel, and training fees for RPF licenses, QAL/PCA licenses, archaeology training, drone licenses, and Rx fire licenses. This funding will allow RCDs to increase our capacity and workforce to better accomplish increased fuels reduction and forestry. In turn, aiding the goal of treating 1 million acres annually.

Thank you for considering our organization's support for CARCD's Workforce Development proposal.

Sincerely,

Andrea Stuemky
District Manager
Honey Lake Valley Resource Conservation District

AGREEMENT FOR SERVICES 2023 - 03

This Agreement is made and entered into by and between the Honey Lake Valley Resource Conservation District (HLVRCD) and **Point Blue Conservation Science**, hereinafter referred to as the "CONTRACTOR." By accepting this Agreement, CONTRACTOR agrees to the terms and conditions specified herein.

1. **STATEMENT OF WORK:** The CONTRACTOR shall furnish the necessary personnel, materials, services, and facilities, to perform the work described in Exhibit A ("Scope of Work"), and shall perform such work to the satisfaction of HLVRCD.
2. **PERIOD OF PERFORMANCE:** The Period of Performance for this Agreement shall be from **the date this contract is signed by the HLVRCD Board Director (April 1, 2023– March 31st, 2024)**. All work shall be completed within this Period of Performance, unless extended by both parties.
3. **COMPENSATION:** The CONTRACTOR shall complete all work in accordance with Exhibit "A". HLVRCD will pay CONTRACTOR at the rates and for the applicable direct costs described in Exhibit B and the total amount shall not exceed \$63,320. Contractor will submit invoices no more frequently than once monthly that are consistent with budget amounts listed in Exhibit B and will itemize all costs incurred per approved line items. A brief progress narrative is due with each invoice as described in Exhibit A. HLVRCD will remit invoiced payments within two weeks of receipt of grant funds.
4. **APPLICABLE LAW AND COMPLIANCE:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
5. **AMENDMENTS:** This Agreement may not be modified, nor may any provisions be waived, unless and until a written modification is issued to the Agreement which is executed by both parties.
6. **RECORDS RETENTION:**
 - A. The CONTRACTOR shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until

completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

- B. The CONTRACTOR shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

7. **AUDIT:**

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to three years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.
- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

8. **INDEMNIFICATION:** The CONTRACTOR agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

9. **NONDISCRIMINATION CLAUSE:** During the performance of this Grant Agreement, the CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color,

ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. The CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. The CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

10. **ENTIRE AGREEMENT:** Upon acceptance of this Agreement, CONTRACTOR agrees that the provisions under this Agreement, including all documents incorporated herein by reference, shall constitute the entire agreement between the parties and supersedes all prior agreements, written or verbal, relating to the subject matter thereof.
11. **REPRESENTATIONS AND WARRANTIES:** The CONTRACTOR will make no representations, warranties, or commitments binding HLVRCD without HLVRCD's prior written consent.
12. **LEGAL RIGHT:** CONTRACTOR covenants and warrants that it has the legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that it has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. CONTRACTOR shall indemnify and hold harmless HLVRCD from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 15 and to terminate all obligations of Point Blue to pay any amounts, which remain unpaid under this Agreement.
13. **THE WAIVER:** Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

14. INSURANCE REQUIREMENTS:

- A. CONTRACTOR that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
 - B. If CONTRACTOR is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of CONTRACTOR, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
 - C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
 - D. CONTRACTOR shall submit proof of insurance documents referencing this Grant Agreement number to the HLVRCD electronically within thirty (30) days of signing this Grant Agreement.
 - E. CONTRACTOR shall notify HLVRCD in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
 - F. CONTRACTOR shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.
15. **STOP WORK:** If it is determined, at the sole discretion of the HLVRCD, that the CONTRACTOR is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the HLVRCD to stop work, the CONTRACTOR shall cease all work under this Grant Agreement. The HLVRCD has the sole discretion to determine that the CONTRACTOR meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

16. **PUBLICITY:** CONTRACTOR agrees that it will acknowledge the and HLVRCD's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

17. **AMERICANS WITH DISABILITIES ACT:** CONTRACTOR assures the HLVRCD that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

18. **NOTICE:** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered by electronic mail or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the addresses set forth below:
 - a. Notices to CONTRACTOR:

Tiffany Russell
Point Blue Conservation Science Biologist
170 Russell Avenue, Suite C
Susanville, CA 96130
trussell@pointblue.org

 - b. Notices to HLVRCD:

District Manager
Honey Lake Valley Resource Conservation District
170 Russell Avenue, Suite C
Susanville, CA 96130
Tel: 530-260-0067
astuemky@honeylakevalleyrcd.us, ltippin@honeylakevalleyrcd.us

19. **CONFIDENTIALITY OF DATA:** The CONTRACTOR shall not disclose data, reports, or other information collected or developed pursuant to this Agreement without the express written permission of HLVRCD.

20. **LICENSES, PERMITS, AND COMPLIANCE WITH FEDERAL AND LOCAL LAWS:** CONTRACTOR agrees to comply with all applicable provisions of Federal and State statutes, municipal ordinances, regulations, and requirements issued or imposed by any governmental authority.

Honey Lake Valley Resource Conservation District

170 Russell Ave., Suite C.
Susanville, CA 96130
(530)252-7271

www.honeylakevalleyrcd.org



21. **TERMINATION:** HLVRCD shall have the right to terminate CONTRACTOR for convenience or default according to circumstances.
22. **FINANCIAL MANAGEMENT:** CONTRACTOR shall maintain accounting procedures which are sufficient to track funds to a level of expenditures adequate to establish that such funds have been used in accordance with the requirements of this Agreement.
23. **CORRECTION OF DEFECTS:** CONTRACTOR will correct any defects reported by HLVRCD up to one year following the termination or expiration of this Agreement.
24. **WORKER'S COMPENSATION:** CONTRACTOR agrees to comply with provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work under this Agreement. HLVRCD will make its contractors and subcontractors aware of this provision and determine that they have complied with it before commencing work on the project. Volunteer laborers are exempt from the worker's compensation provision of the California Labor Code.

In witness hereof, the parties have agreed to the terms set forth herein, on the day and year below.

Honey Lake Valley RCD:

CONTRACTOR:

Signature: _____

Signature: _____

Name: Jesse Claypool

Name: _____

Title: HLVRCD Board Chairman

Title:

Org: Point Blue Conservation Science

Date: 3/23/2023

Date: _____



170 Russell Ave., Suite C.
Susanville, CA 96130
(530)252-7271

www.honeylakevalleyrcd.org

Exhibit A – Scope of Work

Point Blue Conservation Science

Point Blue Conservation Science (Point Blue) will provide technical assistance and conservation planning services to the US Department of Agriculture Natural Resources Conservation Service (NRCS) Susanville Field Office. Point Blue’s duties will include outreach, planning, contracting, and certification for conservation projects addressing site-specific resource concerns. Specifically, Point Blue will assist with obligating contracts (9 contracts), assisting with practice planning, implementation, and certification (100 practices), assist with conservation plans (38 plans), presentations (2), and have contact with landowners (30). Point Blue will be responsible for the match and reporting for the National Association of Conservation Districts grant.

Exhibit B – Budget

Services will be provided by Tiffany Russell at \$86.66 /hr from April 1, 2023-March 31, 2024, not to exceed \$63,320. Minimum of 5hrs/week, maximum of 20 hrs/week.

Point Blue will provide 25% non-federal matching funds and time, valued at \$18,000.

Point Blue staff person will track and provide a breakdown of hours billed quarterly.

	NACD Grant
Funds Available	\$63320
Total Hours Available	780 hrs: 92 EQIP, 340 CSP, 298 COTA
Approximate Hours per week	15 hrs
Match	\$18,000 4 hrs per week 207.7 hrs total



Lassen County's Pesticide Continuing Education

April 5, 2023

9 am to 3 pm

Registration begins at 8:45 am

Location:

Jensen Hall, Lassen County Fairgrounds
Susanville, CA

Top 10 Violations: 9:00-9:30 am

Erin Coffey, EBL w/ Department of Pesticide Regulation

Small Vertebrate Pest Management: 9:30-10:30 am

George Affonso, Wildlife Specialist w/ USDA APHIS

Drift Prevention & Inversion Layers: 10:30-11:00 am

Willo Vieira, Plumas-Sierra Ag Commissioner

Excused for Lunch Break

11:00 am to 12:00 pm

Turf & Ornamental Pesticides: 12:00-1:00 pm

Nicholas Gallegos, Helena Agri-Enterprises

Management of Tree Pests & Diseases: 1:00-1:30 pm

Joseph Willis, Arborist w/ Arbor Pros, LLC

Safe Pesticide Storage & Transportation: 1:30-2:00 pm

Lassen County Ag Department Staff

Grasshopper Pest Management: 2:00-2:30 pm

David Lile, County Director w/ UCCE

Personal Protective Equipment: 2:30-3:00 pm

Kelsey Marks, Lassen County Ag Department



Please RSVP at mlavacot@co.lassen.ca.us or call us @ (530) 251-8110. We plan to offer CE courses covering pertinent topics the third Tuesday of each month. This course has been DPR approved for 5 CEU hours.

